Phone No. 4 (Gokak)

WAY STATION
AK ROAD
S. RAILWAY.

POST OFFICE
GOKAK FALLS.
S. Ry.

TELEGRAMS
" TURBINES "
GOKAK FALLS .

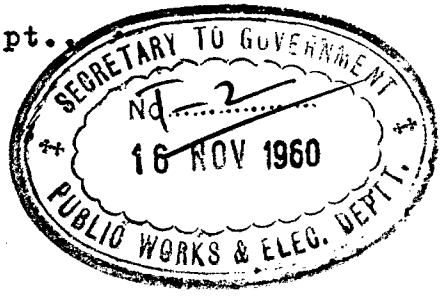
The Gokak Mills Limited.

Gokak Falls, 9th November 1960.
S. Ry.

Messrs. Forbes, Forbes, Campbell & Co., Private Ltd.,
Agents Bombay.

No. _____ Registered A.D.

Shri G.V.K.Rao,I.A.S.,
Secretary, Public Works & Electrical Dept.,
Mysore State,
Government Secretariat,
Vidhana Soudha,
Bangalore.



Dear Sir,

We refer to discussions the Mills General Manager, Mr. W. Horridge, had with you in Bangalore recently when you were good enough to grant him an interview with regard to the Company's applications to Government for the supply of additional water.

Pl discuss
16/11
D/S(I)

Under the terms of our Lease with Government, we draw 68 cusecs for our Hydro Electric Power Plant from the Ghataprabha river. This is released to us from the Dhupdal dam. Due to the silting up of the Dhupdal reservoir, the water that can be stored there during the non-monsoon period decreases yearly, and there is the possibility in the months of April/May of the water supply ceasing altogether.

Under the terms of our Lease, Government have agreed to supply a further 68 cusecs on application. We have registered our application for this but we have refrained hitherto from pressing for this extra water as we are well aware of the present difficult water supply situation from the Dhupdal reservoir.

the collieries. At the present time, the Mills have only 15 days stock of coal and are facing a partial closure owing to lack of coal supplies.

We must repeat that we are most anxious that our application for extra water should be favourably considered since the amount of power that can at present be generated is entirely inadequate not only with regard to the further expansion of the Mills, which is under contemplation, but also to the existing capacity of the Mills.

At the moment, due to power shortages, we can only run two full shifts and a partial third shift. It is hoped to run three full shifts on an expanded basis, should additional water supplies be made available.

We give below a table showing the shifts worked in the past and at the moment, the number of employees and the monthly wage bill:-

Year.	No.of shifts.	No. of employees.	Monthly wage bill.
1953	One shift.	2,473	Rs.1,87,000
1957	Two shifts.	3,633	Rs.2,83,800
1960	Two shifts and a partial third shift.	4,274	Rs.3,40,100

When the Company's proposed further expansion is completed, and if sufficient power is available, then the figures would be:

Year.	No. of shifts.	No. of employees.	Monthly wage bill.
-	Full three shifts after expansion.	5,400	Rs.4,36,300

You will see that, given the Government's sympathy towards our efforts and the required assistance in the form of extra water, we are quite confident of playing our part in the industrial development of the State and also of creating far greater employment possibilities to the local rural population.

We now understand that after the completion of the Hidkal Project, the supply of water from the Ghataprabha river will be ample throughout the year.

Government have also agreed to make available further supplies of water over and above the 136 cusecs specified in the Lease, should they be in a position to do so, and as we estimate that our total extra requirements of water will be more than the extra 68 cusecs already applied for, we should be grateful if you would allocate a further 68 cusecs, making a total extra allocation of 136 cusecs.

There are two reasons for our requiring this extra water. One is that we need more water to run our existing hydro-electric power installation to the full. The second is that we are planning an extension to our hydro-electric power installation which will require even more water.

At the moment, the present supply of 68 cusecs does not allow us to run our hydro-electric plant on a 24 hour basis and we have been compelled to supplement the hydro-electric plant with Diesel and Steam turbine generators which greatly increase the cost of power. Even if we did receive enough water to run the hydro-electric plant to its full capacity on a 24 hour basis, the power that could be generated at the Mills would still be insufficient to enable the Mills to expand and operate on a full three shift basis as it is intended to do. It is therefore most important that the Mills receive the extra water asked for not only to enable the existing hydro electric power generators to be run on a 24 hour basis, but also to enable us to run any additional hydro-electric generators which we may install. Apart from the increased cost of generation, the Mills' Diesel generating sets consume large quantities of oil, which as you are aware, is an imported commodity requiring expenditure of foreign exchange. Difficulty is also often experienced in obtaining coal for the steam turbines owing to the distance of the Mills from

4

For your information, the Company has spent from 1-1-1955 to 31-12-1959 on the rehabilitation, modernisation and expansion of the Mills a sum of Rs.1,43,11,720.

The Company is now contemplating a further programme for modernisation and expansion which envisages an expenditure of Rs.1,10,00,000 during the period 1960-64.

We should be most grateful if you would give your kind consideration to our application for the extra water. If you require any further information, we should be very pleased to send our representative to Bangalore for discussions.

Yours faithfully,
FOR THE GOKAK MILLS LTD.
FOR FORBES FORBES CAMPBELL & CO.PRIVATE LTD.

F.H.Kemple,
DIRECTOR,
MANAGING AGENTS.

H.

Copy to: The Director of Industries & Commerce,
Government of Mysore,
Bangalore.

The Superintending Engineer,
Ghataprabha Project Circle,
P.O. Ghataprabha,
Dist. Belgaum.

PA ND 494.

18th Nov., 60

Public Works & Elecl. Department,
BANGALORE.

The Director,
Gokak Mills, Ltd.,
Gokak Falls P.O., S.Rly.

Dear Sir,

Please refer to your letter No. Nil dated the 9th November, 1960 requesting for the supply of additional quantity of 68 cusecs of water to enable you to undertake your expansion programme. The opinion of the Chief Engineer, Irrigation Projects has been called for and the matter will be considered by Government after the report is received.

Yours faithfully,

(G. V. K. RAO)
Secretary to Govt.,
PW & Elecl. Dept.

18/11/60 DS(I)

Please put up W Connected file

18/11

MH.
18/11/60.

Ref: orders above. The relative file No. PWD 5 MGP 60 is with Law Dept. and its return is awaited. For orders whether this may be put up after return of that file and issue of orders thereon.

18/11/60. Addressee DP

MYSORE GOVERNMENT SECRETARIAT
NO 11536
19 NOV 1960
MAJOR IRRIGATION BRANCH

Phone No. 4 (Gokak)

RAILWAY STATION
GOKAK ROAD
S. RAILWAY.

POST OFFICE
GOKAK FALLS.
S. Ry.

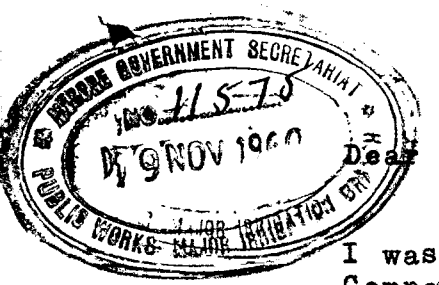
TELEGRAMS
" TURBINES "
GOKAK FALLS .

The Gokak Mills Limited.

Gokak Falls, 9th November 1960.
S. Ry.

Messrs. Forbes, Forbes, Campbell & Co., Private Ltd.,
Agents Bombay.

No. _____



Dear Mr. Rao,

I refer to my discussions with you when I was in Bangalore, and I am forwarding the Company's official letter to you in connection with our application for additional water supplies.

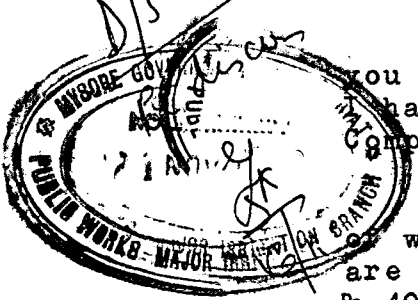
You will remember that during our talks you asked about the position of the Company and have pleasure in enclosing a copy of the Company's balance sheet for 1959.

The authorised share capital is Rs.50 lakhs of which Rs.48,81,000 has been paid up. There are also Debentures issued to the value of Rs.40 lakhs.

The share-holding of the Company is, as I told you, remarkably wide-spread. The total number of shareholders is 3,019 of which 2,883 hold less than 50 shares. I think you will agree that it might be said that the Mills are owned by the general public of India.

Incidentally, there are 17 foreign personnel holding 529 shares (1.08% of the total capital) and 43 non-resident shareholders with a total of 845 shares (a percentage of 1.73).

D/S (E)



Discussed. Please place it in the concerned file and put up.
eo
18/11

MH.
18/11/60.

Ref: orders above. The relative file is at present with the Law Dept. Hence this will be placed in that file on its return.
eo
24..
24/11/60.

97.19% of the Company's shares, therefore, are owned by Indian Nationals.

Yours sincerely,

W.Horridge

Encls:

Shri G.V.K.Rao, I.A.S.,
Secretary, Public Works and
Electrical Department,
Government Secretariat,
Vidhana Soudha,
Bangalore.

FORTYFIRST REPORT

1959

THE GOKAK MILLS, LIMITED.

DIRECTORS

F. H. KEMPLE, ESQR., (*Ex-Officio*), *Chairman.*

TRICUMDAS GORDHANDAS, KHATTAU, ESQR.,

SIR PURSHOTAMDAS THAKURDAS, K.B.E., C.I.E.

SIR JAMSETJEE JEJEEBHOY, BART.

T. V. BADDELEY, ESQR., C.B.E.

BHUPATIRAI M. GHIA, ESQR.

BHAGWANDAS C. MEHTA, ESQR.

BANKERS

STATE BANK OF INDIA, BOMBAY

THE CHARTERED BANK, BOMBAY

AUDITORS

A. F. FERGUSON & CO., BOMBAY

SOLICITORS

CRAWFORD BAYLEY & CO., BOMBAY.

MANAGING AGENTS

FORBES FORBES CAMPBELL & CO., PRIVATE LTD., BOMBAY

REGISTERED OFFICE OF THE COMPANY

FORBES BUILDING, HOME STREET, FORT, BOMBAY

NOTICE

NOTICE is hereby given that the FORTYFIRST ANNUAL GENERAL MEETING of the Shareholders of THE GOKAK MILLS, LIMITED will be held at the Registered Office of the Company, Forbes Building, Home Street, Fort, Bombay, on Tuesday, the 10th May, 1960 at 4-30 P.M. (S.T.) to transact the following business:—

1. To adopt the Directors' Report and Audited Statements of Account for the year ended 31st December, 1959.

2. To sanction the declaration of a Dividend.

3. To consider and if thought fit, to pass the following Resolution in respect of which a Special Notice, as required by Section 281 of the Companies Act, 1956 has been received by the Company:—

   " RESOLVED that pursuant to the provisions of Sections 280 and 281 and other applicable provisions (if any) of the Companies Act, 1956, the appointment of Mr. Tricumdas Gordhandas Khattau as a Director of the Company and who has attained the age of 74 years, be and is hereby made and/or approved, as required by the provisions of Section 281 and it is hereby specifically declared that the age limit for Directors prescribed under Section 280 of the Act shall not apply to him. "

4. To appoint a Director in place of Mr. B. M. Ghia, who retires under Article No. 129 of the Articles of Association of the Company, but who is eligible for re-election.

5. To appoint Auditors for the coming year and to fix their remuneration.

6. To consider, and if thought fit, to pass the following Special Resolutions, with or without modifications:—

   (i) " RESOLVED that pursuant to the provisions of Section 360 of the Companies Act, 1956, the Company hereby approves of a contract or arrangement being entered into by the Company with Auto Accessories (India) Private Ltd. (an associate of Forbes Forbes Campbell & Co. Private Ltd., the Managing Agents of the Company within the meaning of Section 2(3)(*c*) and (*d*) of the Companies Act, 1956) in substitution of the contract or arrangement dated the 26th June, 1959, in terms of the draft, initialled for the sake of identification by the Chairman of the Company, for the supplies (and consequential sales) by the said associate to the Company of such quantities and kinds of Spark Plugs and other Automotive Parts, Portable Electrical Tools and all or any of their accessories and spare parts, the material terms of the proposed contract being:—

   (*a*) that the prices thereof shall as far as possible be at the prevailing market rates thereof;

   (*b*) that the total value of goods supplied shall not exceed Rs. 1,00,000 in the aggregate in any one year;

   (*c*) that the other terms and conditions of such supplies shall generally be the same as those on which the Company can purchase such quantities and kinds of Spark Plugs and other Automotive Parts, Portable Electrical Tools and all or any of their accessories and spare parts from other suppliers; and

   (*d*) that the said supplies shall be sanctioned by the Board of Directors of the Company and which contract or arrangement shall be in force for an indefinite period, unless determined by either party on giving three months' written notice. "

THE GOKAK MILLS, LIMITED.

FORBES BUILDING, HOME STREET, FORT,
BOMBAY 1.

To

Bombay, 4th April 1960.

The Shareholders/Debentureholders
of The Gokak Mills, Limited.

We reproduce below Notification No. G.S.R. 1408 dated 26th December 1959 issued by the Company Law Administration, Government of India.

"G.S.R. 1408: In exercise of the powers conferred by sub-Section (1) of Section 641 of the Companies Act, 1956 (1 of 1956), the Central Government hereby makes the following alteration in Part II of Schedule V to the said Act, namely:—

In the form given the item "5. List of Past and Present Members and Debenture Holders", after the column with the heading "Names, addresses, descriptions and occupations, if any", a new column with the heading "Father's/Husband's Name" shall be inserted".

As required by the above Notification, please furnish the required information as to father's or husband's name by completing and returning to us the perforated slip appearing below.

Yours faithfully,
For THE GOKAK MILLS, LIMITED,
For FORBES FORBES CAMPBELL & CO. PRIVATE LTD.,
F. H. KEMPLE,
Director,
Managing Agents.

Please tear off the lower portion and return it to the Company duly filled in as soon as possible.

To
THE GOKAK MILLS, LIMITED,
Forbes Building, Home Street, Fort,
Bombay 1.

Folio No. (*This appears on the left-hand bottom corner of the wrapper below the address*)

Shareholders'/Debentureholders' names in full stating whether Mr. Mrs. or Miss
(*in BLOCK* letters) _____

Shareholders'/Debentureholders' father's/husband's name in full
(*in BLOCK* letters) _____

Shareholders'/Debentureholders' Signatures _____

(ii) "RESOLVED that, pursuant to the provisions of Section 360 of the Companies Act, 1956, the Company hereby approves of a contract or arrangement being entered into between the Company and its Managing Agents, Forbes Forbes Campbell & Co. Private Ltd., in terms of the draft initialled for the sake of identification by the Chairman of the Company, for the supplies (and consequential sales) by the Managing Agents to the Company of such quantities and kinds of Spring Washers and Polythene, the material terms of the proposed contract being:—

(*a*) that the prices thereof shall as far as possible be at the prevailing market rates thereof;

(*b*) that the total value of the goods supplied shall not exceed Rs. 3,00,000 in the aggregate in any one year;

(*c*) that the other terms and conditions of such supplies shall generally be the same as those on which the Company can purchase such quantities and kinds of Spring Washers and Polythene from other suppliers; and

(*d*) that the said supplies shall be sanctioned by the Board of Directors of the Company and which contract or arrangement shall be in force for an indefinite period, unless determined by either party on giving three months' written notice."

7. To consider, and if thought fit, to pass the following Ordinary Resolutions, with or without modifications:—

(i) "THAT the Company hereby consents and approves of the appointment of the following persons as Selling Agents of the Company's products in the respective areas mentioned against their names, for a period of 5 years from the 23rd March, 1960, with a proviso that the arrangement may be terminated by 3 months' notice by the Board of Directors of the Company or by the Selling Agents:—

Names of the Selling Agents.	Area.
I. Messrs. Mohidin Sahib Aga and S. R. Ajgaonkar a firm consisting of following partners:—	
(1) Shri Laxman Sakharam Ajgaonkar (2) „ Ganpat Sakharam Ajgaonkar (3) „ Yeshvant Keshav Prabhu Ajgoankar (4) „ Janardhan Keshav Ajgaonkar (5) „ Dastgir Khatal Aga (6) „ Mohamud Khatal Aga (7) „ Mohidin Yousf Aga (8) „ Nasir Yousf Aga, and (9) „ Ibrahim Yousf Aga	Kolhapur, Ratnagiri, Kolaba, South Satara, North Satara Districts from the Bombay State, and Dharwar, Karwar and Belgaum Districts from the Mysore State.
II. Messrs. B. C. Durdi & Bros. a firm consisting of following partners:—	
(1) Shri Nagappa Bhujappa Durdi (2) „ Basavraj Chanabasappa Durdi (3) „ Bhojraj Nagappa Durdi (4) „ Chandrasekhar Nagappa Durdi (5) „ Baldev Nagappa Durdi, and (6) „ Chidanand Nagappa Durdi	Mahalingpur, Rabkavi, Banhatti and other adjacent areas of Jamkhandi and Mudhol Taluka from the Bijapur District of Mysore State.

III. Messrs. Mogallappa Baliram Pogul a firm consisting of following partners:—

(1) Shri Mogallappa Baliram Pogul, and (2) „ Baliram Bulaya Pogul	Sholapur, Poona, Ahmednagar and Nasik District excluding Malegaon Town from Bombay State.

IV. Messrs. Lumchand Vithaldas Bhandari a firm consisting of following partners:—

(1) Shri Mohanlal Ganeshdas Bhandari, (2) „ Radhakishan Mohanlal Bhandari (3) „ Rampal Mohanlal Bhandari (4) „ Jhumalal Mohanlal Bhandari (5) „ Vithaldas Mohanlal Bhandari and (6) „ Satyanarayan Shrikishan Bhandari	The whole district of Bijapur from the Mysore State excluding Mahalingpur, Rabkavi, Banhatti, Terdal and other adjacent areas of Jamkhandi and Mudhol Talukas.

(ii) " THAT the Company hereby consents and approves of the appointment of W. A. Beardsell & Co. Private Ltd., Bombay, as Selling Agents of the Company's products in the area of the United Kingdom, for a period of three years from the 1st March, 1960 with proviso that the arrangement may be terminated by 3 months' notice by the Board of Directors of the Company or by W. A. Beardsell & Co. Private Ltd., Bombay. "

The Transfer Books of the Company were closed, as previously advertised, from 4th March, 1960 to the 18th March, 1960 both days inclusive.

By Order of the Board,

F. H. KEMPLE

Bombay, 4th April, 1960. *Chairman.*

NOTES—(1) A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY TO ATTEND AND VOTE INSTEAD OF HIMSELF AND A PROXY NEED NOT BE A MEMBER.

(2) The Explanatory Statement is annexed.

(3) The dividend when sanctioned, will be made payable subject to deduction of tax, at the Chartered Bank, Bombay or Madras, on and after the 17th May1960 to those shareholders, whose names stood on the Register on the 18th March, 1960, to whom dividend warrants will be posted.

ANNEXURE TO NOTICE

Explanatory Statement under Section 173 of the Companies Act, 1956.

This Explanatory Statement is given in respect of certain resolutions mentioned in the accompanying Notice.

Item 3: The resolution for the appointment of Mr. Tricumdas Gordhandas Khattau as a Director of the Company is required to be passed in view of the provisions of Sections 280 and 281 of the Companies Act, 1956, because he has attained the age of 74 years. Mr. Tricumdas Gordhandas Khattau has been a Director of the Company for the past 39 years and his guidance and advice during all these years have been valued by the Board.

Item 6(i): The Special Resolution for supply of goods and materials by Auto Accessories (India) Private Ltd., is required under Section 360 of the Companies Act, 1956, because the Company mentioned is a subsidiary of the Managing Agents of the Company and hence, an associate of theirs. As will be observed from the Resolution, the prices of the said goods to be supplied by the subsidiary will be at the prevailing market rates thereof, or prices which are otherwise reasonable and the supplies will be on the same terms and conditions as those on which the Company can purchase such goods from other suppliers, or which are otherwise reasonable. The prices and terms and conditions of the supplies of their goods by the subsidiary will also be as approved or confirmed by the Directors of the Company. The contract is to be in force for an indefinite period, subject to three months written notice by either party.

Mr. F. H. Kemple, who is a Director of the Company, is also a Director of the subsidiary Company abovementioned and also a Director of the Managing Agency Company and holds therein 125 Ordinary Shares.

Mr. T. V. Baddeley, C.B.E., a Director of the Company is also a Director of the Managing Agency Company and holds therein 250 Ordinary Shares.

The contract for the supply of goods and materials by Auto Accessories (India) Private Ltd., had already been approved by the Shareholders at the Extra-Ordinary General Meeting of the Company held on the 24th April, 1958. As this contract expires on the 31st March, 1960, Shareholders' approval is requested for a further renewal, with modifications as stated.

Item 6(ii): The Special Resolution for supply by the Managing Agents to the Company of Spring Washers and Polythene is required under Section 360 of the Companies Act, 1956. The Managing Agents are now manufacturing Spring Washers and Polythene and they have offered to supply them to the Company. As will be observed from the Resolution, the prices for these goods to be supplied by the Managing Agents will be at the prevailing market rates thereof or prices which are otherwise reasonable and the supplies will be on the same terms and conditions as those on which the Company can purchase such goods from other suppliers or which are otherwise reasonable. The prices and terms and conditions of the supplies of goods by the Managing Agents will also be as approved or confirmed by the Directors of the Company. The contract is to be in force for an indefinite period, subject to three months' written notice by either party.

Mr. F. H. Kemple, a Director of the Company is also a Director of the Managing Agency Company and holds therein 125 Ordinary Shares. Mr. T. V. Baddeley, C.B.E., a Director and Shareholder of the Company is also a Director of the Managing Agency Company and holds therein 250 Ordinary Shares.

Mr. F. H. Kemple is interested in the Resolutions mentioned in items 6(i) and (ii) as he is a Director of the Company and also a Director of the subsidiary, Auto Accessories (India) Private Ltd.

Mr. T. V. Baddeley, C.B.E., a Director of the Company, is also interested in as much as he is a Director and Shareholder of the Managing Agency Company.

Forbes Forbes Campbell & Co. Private Ltd., the Managing Agents of the Company hold 1,710 shares in the Company and as such, they are interested in the Resolution mentioned in item 6(ii).

Items 7(i) and (ii): Shareholders' confirmation in accordance with Section 294 of the Companies Act, 1956 is sought for these appointments of selling Agents in the areas mentioned in the Resolutions.

The draft Agreements mentioned in the Special Resolutions (items 6(i) and 6(ii)) and copies of the respective Agreements, mentioned in the Ordinary Resolutions (items 7(i) and (ii),) initialled by the Chairman for the sake of identification, are open for inspection at the registered office of the Company, Forbes Building, Home Street, Fort, Bombay 1 between the hours of 2.30 P.M. and 5.00 P. M. on any working day, except Saturday and between the hours of 11.00 A.M. and 1.00 P.M. on Saturdays.

By Order of the Board,

F. H. KEMPLE

Chairman.

Bombay, 4th April, 1960.

FORTY-FIRST REPORT OF THE DIRECTORS OF THE GOKAK MILLS LTD.

(74286 Spindles)

To,

THE SHAREHOLDERS,

Your Directors submit their Report and the audited Accounts of the Company for the year ended 31st December, 1959.

2.

	Rupees		*Previous Year Rupees*
The Profit for the year, before providing for bonus, Managing Agents' remuneration, depreciation and taxation amounted to ..	3,24,969		*10,56,728*
Less—Managing Agents' Commission	50,000		*50,000*
	2,74,969		*10,06,728*
Less—Depreciation	7,94,691		*6,54,225*
Loss..	5,19,722	Profit	*3,52,503*
Less—Provision for taxation	Nil		*52,000*
Loss..	5,19,722	Profit	*3,00,503*
Less—Balance brought forward from previous year	4,172	*Add:*	*4,172*
Loss..	5,15,550	Profit	*3,04,675*
Add—Additional provision for payment of bonus for previous years	2,88,815	*Less:*	*1,510*
Loss..	8,04,365	Profit	*3,03,165*
Contingency Reserve	Nil	*Less:*	*2,25,000*
Loss..	8,04,365	Profit	*78,165*
Transfer to General Reserve	Nil	*Less:*	*73,993*
Loss..	8,04,365	Profit	*4,172*
Transfer from General Reserve No. 1 ..	10,98,546	*Add:*	*3,90,480*
Amount available for disposal	2,94,181		*3,94,652*
	Rs. 8 per share without deduction of Income-tax		
The Directors recommend a dividend at Rs. 6 per share subject to deduction of tax for the year ended 31-12-59 to be paid if declared by the Shareholders..	2,92,860		*3,90,480*
Leaving a balance to be carried forward to next year	1,321		*4,172*

It is very regrettable that the year's working should have resulted in a loss. This has come about mainly due to an acute shortage of water power which was unprecedented and to a breakdown of diesel engines. These factors not only reduced production but caused a considerable increase in the cost of fuel and coal consumed and in the cost of repairs to plant and machinery. Additionally, the yarn market was not an easy one and it was difficult to make good returns.

3. **Buildings:** The work on the raising of the level of the Konnur Causeway was completed during the year. Construction of further new quarters for the Workers and Supervisory Staff was taken in hand.

4. **Rehabilitation Programme:** The following machinery was brought into production during the year under review.

7 Draw Frames and 5 Speed Frames in No. 1 Mill

6 Draw Frames and 6 Speed Frames in No. 2 Mill

1 Multiple Winder

40 Reeling Machines

Conversion of Casablanca Drafting System for 4,060 Ring spindles for No. 1 Mill and 3,312 for No. 2 Mill mentioned in last year's report was completed. Additionally, 9,524 Ring spindles in No. 2 Mill were converted to Casablanca A-500 Drafting System. 2,826 High Draft Speed Frames Spindles were converted to Casablanca Drafting.

7,716 Ring spindles were converted from 5″ to 6″ lift.

5. **Directorate:** Mr. T. G. Khattau retires by rotation under Article No. 129 of the Articles of Association of the Company. He has also attained the age of 74 years. He can be appointed a Director only by passing a Resolution, under the provisions of Section 281 of the Companies Act, 1956. Special Notice for such resolution has been received by the Company, Mr. T. G. Khattau offers himself for re-election.

In accordance with Article No. 129 of the Articles of Association of the Company, Mr. B. M. Ghia also retires from the Board. Mr. B. M. Ghia offers himself for re-election.

6. **Insurance:** The Mill Buildings, Machinery, Stocks and Stock-in-trade, are insured against Fire, Riot and Civil Commotion Risks for Rs. 4,43,69,935 and your Profits and Fixed Charges (including Liability in respect of Lay-off and Retrenchment Compensation under the Industrial Disputes Act—Rs. 15,30,000) have been insured for Rs. 91,46,060 for 24 months indemnity.

7. **Resolutions:** You are requested to approve the Special Resolutions shown under item No. 6 and the Ordinary Resolutions shown under item No. 7 in the Notice.

8. **Auditors:** You are requested to appoint Auditors for the current year and to fix their remuneration. The retiring Auditors, Messrs. A. F. Ferguson & Co. offer themselves for re-election.

By Order of the Board,

F. H. KEMPLE

Bombay, 4th April, 1960.

Chairman.

AUDITORS' REPORT

TO THE SHAREHOLDERS OF THE GOKAK MILLS, LIMITED.

We have audited the attached Balance Sheet of THE GOKAK MILLS, LIMITED, as at 31st December, 1959, and also the Profit and Loss Account of the Company for the year ended on that date annexed thereto and report that:—

(1) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;

(2) in our opinion, proper books of account as required by law have been kept by the Company, so far as appears from our examination of the books of account;

(3) the Balance Sheet and Profit and Loss Account dealt with by this report are in agreement with the books of account;

(4) in our opinion and to the best of our information and according to the explanations given to us, the accounts, subject to the notes thereon, give the information required by the Companies Act, 1956, in the manner so required and give a true and fair view—

(*a*) in the case of the Balance Sheet, of the state of affairs of the Company as at 31st December, 1959,

and

(*b*) in the case of the Profit and Loss Account, of the Loss for the year ended on that date.

A. F. FERGUSON & CO.

Bombay, 6th April, 1960. *Chartered Accountants.*

BALANCE SHEET AS AT

LIABILITIES

	Rupees	Rupees	*Previous year Rupees*
1. SHARE CAPITAL :—			
AUTHORISED—			
50,000 Shares of Rs. 100/- each	50,00,000		*50,00,000*
SUBSCRIBED—			
48,810 Shares of Rs. 100/- each fully paid (of which 27 (1958-31) Shares remain to be consolidated)	48,81,000		*48,81,000*
Of the above Shares 38,964 Shares are allotted as fully paid up pursuant to a contract without payment being received in cash, and 9,762 Shares are allotted as fully paid up by way of Bonus Shares.			
Add—Share Premium Account	175		*175*
		48,81,175	*48,81,175*
2. RESERVES AND SURPLUS :—			
(*a*) RESERVE ACCOUNT :			
As per last Balance Sheet. Rs. —			*33,12,922*
Less—Unclaimed Dividends previously forfeited paid during the year „ —			*352*
Rs. —			*33,12,570*
Less—Amount transferred to General Reserve No. 1 „ —			*33,12,570*
	—		—
(*b*) DEVELOPMENT RESERVE ACCOUNT :			
As per last Balance Sheet. Rs. —			*6,76,416*
Less—Amount transferred to General Reserve No. 1 „ —			*6,76,416*
	—		—
(*c*) EQUALISATION OF DIVIDEND ACCOUNT :			
As per last Balance Sheet. Rs. —			*50,000*
Less—Amount transferred to General Reserve No. 1 „ —			*50,000*
	—		—
(*d*) GENERAL RESERVE No. 1 :			
As per last Balance Sheet. Rs. 36,48,506			—
AMOUNTS TRANSFERRED FROM :			
Reserve Account „ —			*33,12,570*
Development Reserve Account „ —			*6,76,416*
Equalisation of Dividend Account „ —			*50,000*
Rs. 36,48,506			*40,38,986*
Less—Unclaimed Dividends previously forfeited paid during the year „ 180			—
Rs. 36,48,326			*40,38,986*
Less—Amount transferred to Profit and Loss Account „ 10,98,546			*3,90,480*
	25,49,780		*36,48,506*
Carried forward.		48,81,175	*48.81.175*

31st DECEMBER, 1959.

ASSETS

	Rupees	Rupees	*Previous year Rupees*
6. FIXED ASSETS :—			
Gross Block...	1,87,03,402		*1,72,91,953*
Less—Depreciation up to 31st December, 1959	91,62,727		*83,68,207*
Net Block (Details as per Schedule 'A' annexed)	95,40,675		*89,23,746*
Machinery and Buildings etc., under erection at cost	4,90,361		*10,13,997*
Machinery in transit at cost	—		*4,51,583*
		1,00,31,036	*1,03,89,326*
7. INVESTMENTS :—			
(At cost, as per Schedule 'B' annexed)		2,09,952	*2,09,952*
8. INTEREST ACCRUED ON INVESTMENTS		97	*495*
9. CURRENT ASSETS :—			
(*a*) STORES AND SPARE GEAR : (At cost or market rate, whichever is lower as certified by the Mill Manager and the Managing Agents) (including in-transit Rs. 2,195—previous year Rs. 22,661)	21,83,775		*11,00,062*
(*b*) Loose TOOLS : (At cost or market rate, whichever is lower as certified by the Mill Manager and the Managing Agents)	1,168		*1,018*
(*c*) STOCK-IN-TRADE : (As certified by the Mill Manager and the Managing Agents) :—			
COTTON : at cost or market rate whichever is lower (including in transit Rs. 3,01,695—previous year Rs. 2,41,625) ..... Rs. 35,21,291			*18,33,719*
YARN : Sold at contract rates and unsold at cost or market rate whichever is lower ..... „ 8,57,815			*11,63,756*
WASTE YARN : Sold at contract rates and unsold at cost or market rate whichever is lower ..... „ 1,49,743			*1,52,491*
	45,28,849		*31,49,966*
	67,13,792		*42,51,046*
Carried forward		1,02,41,085	*1,05,99,773*

BALANCE SHEET AS AT

LIABILITIES

	Rupees	Rupees	*Previous year Rupees*
Brought forward.		48,81,175	*48,81,175*
2. RESERVES AND SURPLUS :—*(Contd.)*	*25,49,780*		*36,48,506*
(e) GENERAL RESERVE No. 2 : As per last Balance Sheet. .....Rs. 73,993			
Add—Amount transferred from Profit and Loss Account ..... ,, —			*73,993*
	73,993		*73,993*
(f) CONTINGENCY RESERVE ACCOUNT :— As per last Balance Sheet. .....Rs. 2,25,000			—
Add—Amount transferred from Profit and Loss Account ..... ,,			*2,25,000*
	2,25,000		*2,25,000*
(g) SURPLUS, BEING BALANCE OF PROFIT AND LOSS ACCOUNT.	1,321		*4,172*
		28,50,094	*39,51,671*
3. SECURED LOANS :— 4,000—6% Registered Debentures 1967-72 of Rs. 1,000/- each (Secured by a First Mortgage of Immovable Property including leasehold land together with buildings etc. thereon and fixed plant and machinery but excluding water rights, residential quarters and shrines or temples)	40,00,000		*40,00,000*
Cash Credit from The Chartered Bank, secured by the hypothecation of all stocks at the Mills and at Bombay, consisting of coal, stores, cotton, manufactured goods, yarn and other merchandise.....	44,00,342		*9,25,561*
		84,00,342	*49,25,561*
4. UNSECURED LOANS :— From The Central Bank of India Ltd., on joint and several demand promissory note executed by the Company and the Managing Agents.....	—		*5,00,000*
From United Bank of India Ltd., on a joint and several demand promissory note executed by the Company and the Managing Agents.....	—		*5,00,000*
Other deposits	2,15,674		*2,44,571*
		2,15,674	*12,44,571*
5. CURRENT LIABILITIES AND PROVISIONS :— Acceptances	5,55,903		*4,89,381*
Sundry Creditors (including Rs. 65,738 (previous year Rs. 89,503) due to Forbes Forbes Campbell & Co. Private Ltd., Managing Agents of the Company)	13,13,828		*11,44,402*
Trustees, Employees' Provident Fund	79,128		*69,020*
Interest accrued on Secured Loans.....	1,89,521		*1,55,568*
Unclaimed Debenture Interest	960		*769*
Interest accrued on Unsecured Loans	3,268		*15,926*
Provision for Taxation.	40,090		*1,62,746*
Provision for Staff Gratuity.....	1,43,686		*1,91,689*
	23,26,384		*22,29,501*
Carried forward.		1,63,47,285	*1,50,02,978*

31st DECEMBER, 1959.

ASSETS

		Rupees	Rupees	*Previous year Rupees*
	Brought forward.		1,02,41,085	*1,05,99,773*
9. CURRENT ASSETS :—*(Contd.)*		67,13,792		*42,51,046*
(*d*) SUNDRY DEBTORS, considered good :—				
Secured ..... Rs.	8,24,311			*9,65,456*
Unsecured ..... ,,	5,64,798			*6,59,687*
		13,89,109		*16,25,143*
			81,02,901	*58,76,189*
10. LOANS AND ADVANCES (Unsecured, considered good unless otherwise stated) :—				
Sundry Debtors, over three months old—				
Secured ..... Rs.	52,800			*52,800*
Unsecured ..... ,,	95,467			*1,77,586*
Unsecured considered doubtful. ..... ,,	2,86,664			*3,04,666*
		4,34,931		*5,35,052*
Advances recoverable in cash or in kind or for value to be received....		1,76,988		*1,98,138*
Advance payments of Tax.....		—		*5,40,009*
Tax paid for Assessment Year 1958-59 (pending Appeal with Income-tax Appellate Tribunal, See Note 1)		1,52,501		—
			7,64,420	*12,73,199*
11. CASH AND BANK BALANCES :—				
With Banks on Current Account		6,132		*14,258*
In hand with Forbes Forbes Campbell & Co. Private Ltd., Managing Agents.....		3,621		*1,865*
In hand at Mills as certified by the Mill Manager		5,803		*4,698*
			15,556	*20,821*
	Carried forward.		1,91,23,962	*1,77,69,982*

BALANCE SHEET AS AT

LIABILITIES

	Rupees	Rupees	*Previous year Rupees*
Brought forward.		1,63,47,285	*1,50,02,978*
5. CURRENT LIABILITIES AND PROVISIONS (*Contd.*)	23,26,384		*22,29,501*
Provision for Contingencies.....	24,930		*24,930*
Provision for Freight Rebates, etc..	48,388		*48,388*
Proposed Dividend	2,92,860		*3,90,480*
Advance payments for the portion of which value has still to be given	54,241		*45,210*
Unclaimed Dividends.....	29,874		*28,495*
		27,76,677	*27,67,004*
CONTINGENT LIABILITIES NOT PROVIDED FOR :— In respect of balance of tax for the Assessment Year 1958-59 (See Note 1 below) Rs. 1,12,411.			
Total Rupees.		1,91,23,962	*1,77,69,982*

NOTES: 1. Rs. 1,52,501 represents the tax paid for the Assessment Year 1958-59 on account of disallowance of freight rebates, interest refunds, etc., for the year 1957, paid subsequently, and allowed in the Assessment Year 1959-60 for which there is an assessable loss. It is proposed to file an Appeal before the Income-tax Appellate Tribunal and, therefore, the amount paid has been carried forward in the Balance Sheet pending the decision of the Appeal. As against this there is a Provision of Rs. 40,090 in the Provision for Taxation Account.

2. The assessable loss including depreciation allowances but excluding :—

   (*a*) Development rebate of Rs. 11,36,058 not yet debited in the Accounts for the years 1958 and 1959, and
   (*b*) the sum of Rs. 2,96,121 on account of disallowables for freight rebate and interest refunds, etc.,

   that will be allowed to be carried forward for set-off against future profits (subject to the provisions of the Income-Tax Act, 1922) is estimated at Rs. 14,20,574 and the tax relief thereon at the current rate of tax at 45% amounts to Rs. 6,39,258.

3. There has been a change in the accounting procedure this year, in that, no provision has been made for the accrual during the year for the liabilitiy for future payments of gratuity to staff estimated at Rs. 47,222. It is considered that the balance in the Staff Gratuity Fund of Rs. 1,43,686 as at 31st December, 1959 with the tax saving which will ultimately arise as a result of payments of retirement gratuity and other benefits will be more than sufficient to meet the total liability of Rs. 2,17,286 (previous year Rs. 1,78,009) estimated on this account as at 31st December, 1959.

4. No provision has been made for Doubtful Debts, as the settlement of these balances is still being negotiated.

As per our report attached.

A. F. FERGUSON & CO.

Chartered Accountants.

Bombay, 6th April, 1960.

31st DECEMBER, 1959.

ASSETS

	Rupees	Rupees	*Previous year Rupees*
Brought forward.		1,91,23,962	*1,77,69,982*
Total Rupees.		1,91,23,962	*1,77,69,982*

FOR FORBES FORBES CAMPBELL & CO., PRIVATE LTD.,

M. K. TADVALKAR

Secretary and Chief Accountant,
Managing Agents.

F. H. KEMPLE
T. G. KHATTAU
PURSHOTAMDAS THAKURDAS
JAMSETJEE JEJEEBHOY
T. V. BADDELEY
B. M. GHIA
B. C. MEHTA

Directors.

Dr. **Profit & Loss Account for the year**

	Rupees	Rupees	*Previous year Rupees*
1. COTTON :—			
Stock on 1st January, 1959	18,33,719		*17,57,453*
Add—Purchases	2,15,61,500		*1,59,93,741*
	2,33,95,219		*1,77,51,194*
Less—Sale proceeds of Cotton Seed	—		*122*
	2,33,95,219		*1,77,51,072*
Less—Stock on 31st December, 1959 (including in transit Rs. 3,01,695 —previous year Rs. 2,41,625)	35,21,291		*18,33,719*
		1,98,73,928	*1,59,17,353*
2. STORES AND SPARE GEAR CONSUMED	13,80,920		*12,65,111*
Coal and Fuel consumed	3,47,116		*69,577*
		17,28,036	*13,34,688*
3. PAYMENTS TO AND PROVISIONS FOR EMPLOYEES :—			
(*a*) Salary, Wages and Allowances	43,65,394		*37,29,325*
(*b*) Company's contributions to Provident Fund and other Funds (including Provident Fund Inspection Charges Rs. 3,443— previous year Rs. 3,370)	2,48,680		*2,17,292*
(*c*) Workmen and Staff Welfare Expenses (including Rs. 79,992— previous year Rs. 76,163—in respect of salaries and wages of Watch and Ward Staff)	2,43,164		*2,17,800*
(*d*) Employees' State Insurance	30,199		*25,453*
		48,87,437	*41,89,870*
4. DISTRIBUTING EXPENSES :—			
(*a*) Selling Agents' Discount	2,69,655		*2,27,639*
(*b*) Yarn Expenses	16,100		*44,494*
		2,85,755	*2,72,133*
5. OTHER EXPENSES :—			
(*a*) Repairs to (1) Plant and Machinery	3,92,102		*2,41,155*
(2) Buildings	1,48,894		*1,32,569*
(3) Other	63,627		*1,02,175*
(*b*) Rents	13,640		*8,248*
(*c*) Rates and Taxes ..... Rs. 1,56,084			*1,46,409*
Less—Recoveries ..... „ 4,855			*4,052*
	1,51,229		*1,42,357*
	7,69,492		*6,26,504*
Carried forward.		2,67,75,156	*2,17,14,044*

ended 31st December, 1959 Cr

	Rupees	Rupees	*Previous year Rupees*
10. YARN AND WASTE :—			
Sales	2,90,74,860		*2,82,60,590*
Less—Freight Rebates, etc.	3,91,481		*2,92,692*
	2,86,83,379		*2,79,67,898*
Less—Stock on 1st January, 1959	13,16,247		*51,62,914*
	2,73,67,132		*2,28,04,984*
Add—Stock on 31st December, 1959	10,07,558		*13,16,247*
		2,83,74,690	*2,41,21,231*
11. INTEREST ON INVESTMENTS IN GOVERNMENT SECURITIES	353		*353*
Less—Income-tax	158		*100*
		195	*253*
12. MISCELLANEOUS INCOME :—			
(*a*) Interest on Deposits and Current Accounts	17,273		*444*
(*b*) Dividends from Investments	1,000		*1,000*
(*c*) Transfer Fees	849		*946*
(*d*) Rent	18,043		*16,250*
(*e*) Miscellaneous Receipts (including premia under the Export Incentive Scheme Rs. 3,02,269)	4,12,602		*2,12,118*
(*f*) Unclaimed Wages and Bonus written-back	—		*1,979*
(*g*) Profit on Sale of Machinery	177		—
		4,49,944	*2,32,737*
13. BALANCE BEING LOSS CARRIED DOWN		5,19,722	—
Carried forward.		2,93,44,551	*2,43,54,221*

Dr. **Profit & Loss Account for the year**

	Rupees	Rupees	*Previous year Rupees*
Brought forward		2,67,75,156	*2,17,14,044*
5. OTHER EXPENSES—*(Contd.)*—	7,69,492		*6,26,504*
(*d*) Miscellaneous Charges	1,64,117		*1,14,359*
(*e*) Stamps, Telegrams, Stationery and Printing and Telephones	57,597		*48,235*
(*f*) Law Charges	17,084		*10,000*
(*g*) Insurance	1,90,787		*2,13,135*
(*h*) Workmen's Compensation Insurance	6,072		*6,435*
(*i*) Audit Fees	3,000		*3,000*
(*j*) Directors' Fees	7,400		*5,700*
(*k*) Remuneration under the Debenture Trust Deed to Trustees, who are also Directors of the Company	2,000		*2,000*
(*l*) Managing Agents' Commission	50,000		*50,000*
(*m*) Brokerage	1,149		*2,931*
(*n*) Debenture Issue Expenses	—		*34*
		2,68,698	*10,82,333*
6. INTEREST ON (1) Debentures	2,40,000		*2,40,000*
(2) Deposits	52,114		*50,774*
(3) Other Interest	2,13,892		*2,60,342*
		5,06,006	*5,51,116*
7. DEPRECIATION		7,94,691	*6,54,225*
8. PROVISION FOR TAXATION ON:—			
Income	—		*10,000*
Wealth	—		*42,000*
		—	*52,000*
9. BALANCE BEING PROFIT CARRIED DOWN		—	*3,00,503*
Total Rupees		2,93,44,551	*2,43,54,221*

ended 31st December, 1959 Cr.

	Rupees	Rupees	*Previous year Rupees*
Brought forward.		2,93,44,551	*2,43,54,221*
Total Rupees.		2,93,44,551	*2,43,54,221*

THE GOKAK MILLS, LIMITED.

Dr. **Profit & Loss Appropriation Account for the year**

		Rupees	*Previous year Rupees*
1.	Balance brought down	5,19,722	—
2.	Additional provision for payment of Bonus for previous years	2,88,815	*1,510*
3.	Contingency Reserve Account	—	*2,25,000*
4.	General Reserve No. 2	—	*73,993*
5.	Proposed Dividend at Rs. 6 per Share, subject to deduction of Tax (1958—Rs. 8 per Share, without deduction of Income-tax)	2,92,860	*3,90,480*
6.	Balance carried to Balance Sheet	1,321	*4,172*
	Total Rupees	11,02,718	*6,95,155*

Note :— No depreciation has been provided in respect of Leasehold Land, Estate and Water Rights. In this connection, the Company has a Leasehold Redemption Policy for Rs. 1,50,000 maturing in 1983, the premium on which has been debited to "Insurance".

As per our report attached.

A. F. FERGUSON & Co.

Chartered Accountants.

Bombay, 6th April, 1960.

ended 31st December, 1959 Cr.

		Rupees	*Previous year Rupees*
7.	Balance of Profit brought forward from last year	4,172	*4,172*
8.	Balance brought down	—	*3,00,503*
9.	Transfer from General Reserve No. 1	10,98,546	*3,90,480*
	Total Rupees	11,02,718	*6,95,155*

FOR FORBES FORBES CAMPBELL & CO. PRIVATE LTD.

M. K. TADVALKAR

Secretary and Chief Accountant, Managing Agents.

F. H. KEMPLE
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JAMSETJEE JEJEEBHOY
T. V. BADDELEY
B. M. GHIA
B. C. MEHTA
} *Directors.*

Schedule of Fixed Assets annexed to and forming part of

Description	Total Cost (after adjusting sales, the cost of which is not ascertainable) to		Additions during the year ended	
	31st December 1957	31st December 1958	31st December 1958	31st December 1959
	Rupees	Rupees	Rupees	Rupees
LEASEHOLD LAND, ESTATE & WATER RIGHTS.	1,50,000	1,50,000	—	—
BUILDINGS	19,22,898	20,74,369	1,51,471	1,87,423
CANAL LINING	1,22,884	1,22,884	—	—
MACHINERY :—				
Mill Machinery	82,92,497	1,15,26,915	34,41,010	12,00,196
Electrical Machinery	24,55,818	24,97,524	41,706	22,606
VEHICLES	1,47,252	1,47,252	—	20,000
FURNITURE AND FIXTURES	1,63,947	1,80,701	16,754	13,929
FIRE EXTINGUISHING APPLIANCES	26,568	55,805	29,237	22,147
TELEPHONE INSTALLATION	19,736	20,845	1,109	—
HUMIDIFIER INSTALLATION	3,04,442	5,15,658	2,11,216	—
TOTAL	1,36,06,042	1,72,91,953	38,92,503	14,66,301

For FORBES FORBES CAMPBELL & CO. PRIVATE LTD.

M. K. TADVALKAR

Secretary and Chief Accountant,
Managing Agents.

the Balance Sheet as at 31st December, 1959. SCHEDULE 'A'

Deductions during the year ended		Total Cost (after adjusting sales, the cost of which is not ascertainable) to		Depreciation provided upto	
31st December 1958	31st December 1959	31st December 1958	31st December 1959	31st December 1958	31st December 1959
Rupees	Rupees	Rupees	Rupees	Rupees	Rupees
—	—	1,50,000	1,50,000	—	—
—	—	20,74,369	22,61,792	10,67,365	11,14,470
—	—	1,22,884	1,22,884	89,651	91,360
2,06,592	54,852	1,15,26,915	1,26,72,259	49,73,701	56,21,306
—	—	24,97,524	25,20,130	18,62,247	19,10,416
—	—	1,47,252	1,67,252	1,07,614	1,12,837
—	—	1,80,701	1,94,630	1,02,435	1,09,618
—	—	55,805	77,952	16,204	19,082
—	—	20,845	20,845	15,441	15,675
—	—	5,15,658	5,15,658	1,33,549	1,67,963
2,06,592	54,852	1,72,91,953	1,87,03,402	83,68,207	91,62,727
	Less—Depreciation provided	83,68,207	91,62,727		
	As per Balance Sheet.	89,23,746	95,40,675		

F. H. KEMPLE
T. G. KHATTAU
PURSHOTAMDAS THAKURDAS
JAMSETJEE JEJEEBHOY
T. V. BADDELEY
B. M. GHIA
B. C. MEHTA
} *Directors.*

SCHEDULE 'B'

Schedule of Investments annexed to and forming part of the Balance Sheet as at 31st December, 1959.

	Rupees	Rupees	*Previous year* Rupees
INVESTMENTS—(At Cost) :—			
QUOTED :—			
IN GOVERNMENT SECURITIES :			
3½% National Plan Bonds 1965 of the face value of Rs. 10,100/- (Deposited with the Collector of Belgaum).....	9,952		*9,952*
IN SHARES :			
250 Ordinary Shares of Rs. 100/- each fully paid of The Industrial Credit and Investment Corporation of India Ltd.	25,000		*25,000*
		34,952	*34,952*
(Market Value of Quoted Investments Rs. 32,125 —Previous year Rs. 29,580).....			
UNQUOTED :—			
Trade Investments			
1,750 Ordinary Shares of Rs. 100/- each fully paid of The National Machinery Manufacturers, Ltd.....		1,75,000	*1,75,000*
Total		2,09,952	*2,09,952*

For FORBES FORBES CAMPBELL & CO. PRIVATE LTD.

M. K. TADVALKAR

Secretary and Chief Accountant,
Managing Agents.

F. H. KEMPLE
T. G. KHATTAU
PURSHOTAMDAS THAKURDAS
JAMSETJEE JEJEEBHOY
T. V. BADDELEY
B. M. GHIA
B. C. MEHTA

} *Directors.*

The Commercial Printing Press Private Limited, Bombay 1. 4-3-10

G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(*Continuation sheet draft form*).

No. PWD 50 MGP 60.
Dated - 2nd Dec ~~Nov~~. 60.

To

The Chief Engr. S.P.
Mysore.

Sir,

Subj: Supply of additional
quantity of 68
cusecs of water
to the Gokak
Mills Ltd.

I am directed to
forward herewith a copy
of letter no. dated 9.11
received from the Manage-
ment of the Gokak M
regarding the above Sub
and to request you
kindly to furnish
detailed note on the
request of the Mills a
your definite recommen-
tions for orders

2 copies of pages
1-4 C.F. to the
typed as encl.

Despatched in No. P.W.D. 50 MGP 60
Dated 2.12.60

WD 01693—GPB—PZS—1,00,000—25-8-59

Govt. If any reports on the subject have been sent to Govt. previously, copies thereof may also be furnished for ready reference.

This may please be treated as urgent.

Yours faithfully

W
Dy. S. to Govt.
23/11/60

Copy of the above with a copy of the enclosure is forwarded to the S.E. Kalaprabha Project Circle, Kalaprabha for furnishing the particulars referred to therein thro the C.E.

Dy. Secy. to Govt.
23/11/60

GOVERNMENT OF MYSORE

No PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT
VIDHANA SOUDHA,
Dated, Bangalore, 28 Nov. NOVR, *1960*

FROM

The *Secretary to the Government of Mysore,*
Public Works Department.

To

The Chief Engineer,
Irrigation Projects,
Munirabad.

Sir,

Sub:-Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd.

—

I am directed to forward herewith a copy of letter dated. 9.11.1960 received from the ~~xiiing~~ Management of the Gokak Mills regarding the above subject and to request you kindly to furnish a detailed note on the request of the Mills with your definite recommendations for orders of Government. If any reports on the subject have been sent to Government previously copies thereof may also be furnished for ready reference.

This may please be treated as urgent.

Yours faithfully,
Sd/-

(C.J.Venkatesa Das)
Deputy Secretary to Government,
Public Works Department(Irrn)

ncj/d.26.xi.60.

No.PWD 50 MGP 60. Bangalore,dated November,1960.

Copy of the above with a copy of the enclosure is forwarded to the Superintending Engineer,Ghataprabha Project Circle, Ghataprabha for furnishing the particulars referred to above ~~thereg~~ through the Chief Engineer,Irrigation Projects.

C. J. Venkatesa Das 7/11/60
Deputy Secretary to Government,
Public Works Department (Irrn)

8
1/12

C. F. No. 45]

GOVERNMENT OF MYSORE

gram
Tele——o——
phone

No. IDL 377/60

Encls.

OFFICE OF
Director of Industries & Commerce
in Mysore, Bangalore

Date 1-12-60

MYSORE GOVERNMENT SECRETARIAT
NO. 12395
12 DEC 19
PUBLIC WORKS MAJOR IRRIG

TAPPAL SECTION
2 DEC 1960
PUBLIC WORKS DEPARTMENT

To

The Secretary to Government,
Public Works and Electric Department, Bangalore

Sir,

Sub: Additional supplies of water to M/s The Gokak Mills Ltd., .

****

I invite your kind attention to the letter dated 9-11-60 addressed to you by M/s The Gokak Mills Ltd., Bombay for making available additional supplies of water to their factory at Gokak falls and have to state that M/s Gokak Mills Ltd., are expanding their activities in tune with the tempo of industrialisation of the country in the post-Independence era and also according to the general policy of this State to encourage the development of Industries.

I therefore request you to consider their application favourably in the light of the circumstances stated by them.

MYSORE GOVERNMENT SECRETARIAT
NO. 11288
5-DEC 19
PUBLIC WORKS, GENERAL IRRIGATION BRANCH

MS/2/-

Yours faithfully,

K. Vijayam

(K. Vijayam) 11/12/60
Deputy Director.

The subject matter is not dealt with here. May be referred to M.I. Secn

6/12/60.

[vide G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(*Continuation sheet draft form*).

Despatched In No. P.W.D.....
Dated...23:12:60.....

No. PWD 50 MGP 60.

Dated 23rd Dec. 60

To

The Chief Engineer, I.P.
Munirabad.

Sir,

Subj:- Supply of additional quantity of 68 Cusecs of water to the GoRak Mills. Ltd.

Ref:- This office letter No. PWD 50 MGP dated 2.12.60.

I am directed to invite reference to the communication cited and to request that the particulars called for therein may kindly be expedited.

Yours

for
1911—
Dy. Secy. to
Govt PWD

WD 0169—GPB—PZS—1,00,000—25-8-59

GOVERNMENT OF MYSORE

No PWD 50MGP 60

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,..23rd Decr.196 0.

FROM

The *Secretary to the Government of Mysore,*
Public Works Department.

To

The Chief Engineer,
Irrigation Projects, Munirabad.

Sir,

Sub: Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd.,

Ref: This office letter No.PWD 50 MGP 60, dated 2-12-60.

==========

I am directed to invite reference to the communication cited and to request that the particulars called for therein may kindly be expedite.

Yours faithfully,

C. J. Venkatesa Das 24.12.60

(C.J.Venkatesa Das)
Deputy Secretary to Government
Public Works Department(I).

Sml.21.

PWD 50 MGP 60

GOVERNMENT OF MYSORE.

TELE } GRAM: " PROJECTS "
PHONE:

Office of the Chief Engineer P. W. D.
Irrigation Projects.,
MUNIRABAD (S. Rly.)

No. GTP-35/TA3 Date 3 / — 1961

TO,

The Secretary to Government,
Public Works Department,
Bangalore.

SUBJECT:- Supply of additional quantity of 68 cusecs of water to Gokak Mills Ltd.,

Reference:- Your No. PWD 50 MGP 60 dated 23-12-1960.

Sir,

The necessary information from Superintending Engineer, Ghataprabha Project Circle, is still awaited. He has been again reminded. A report will be made to Government as soon as information from Superintending Engineer, is received.

Yours faithfully,

for Chief Engineer,

Subd. for perusal and orders whether this may be filed and placed in the — Sus. A pending the receipt of the further report promised.

XGR. 2/1

D R A F T

15

No. PWD 50 MGP 60

To

M/s Managing Agents,
Gokak Mills,
Home St., Fort,
BOMBAY

Sirs,

Subject:- Supply of additional quantity of water to the Gokak Mills.

With reference to the personal enquiry on the above subject by Shri G.G. Mirji, your Legal Assista with the Deputy Minister for P.W.&.E., Govt. of Mys I am directed to state that the question of additi supply to the Mills will be considered after the co truction of the storage dam at Hidgal which work i just taken up.

This has already been intimated to the Mill authorities.

Yours faithfully,

Dy. Secy. to Govt. P.W.D.

BRP/-

Despatched in No. P.W.D.....
Dated.....31/1/61

Sus A.
Remind CE JP - vide p' 12 CF.

11/2/61

GOVERNMENT OF MYSORE

No.PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,.....3rd Feb 1961.

FROM

The *Secretary to the Government of Mysore,*
Public Works Department.

To

M/S Managing Agents,
Gokak Mills,
Home St., Fort,
BOMBAY.

Sirs,

Subject: Supply of additional quantity of water to the Gokak Mills -

****

With reference to the personal enquiry on the above subject by Shri G.G.Mirji, Your Legal Assistant with the Deputy Minister for Public Works & Electricity, Government of Mysore, I am directed to state that the question of additional water supply to the Mills will be considered after the construction of the storage dam at Hidgal which work is just taken up.

This has already been intimated to the Mill authorities.

Yours faithfully,

C.J.V. 7/2

(C.J.VENKATESA DAS)
DEPUTY SECRETARY TO GOVERNMENT,
PUBLIC WORKS DEPARTMENT,
(IRRIGATION).

2/2

/27.1/ 2 copies/

Immediate

GOVERNMENT OF MYSORE

No.PWD 50 MGP 60

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated 28.6.61.

From

The Secretary to Government,
Public Works Dept., Bangalore.

To The Ch Ir IP Mbad

Sir, Sub: ~~Do~~ on page 13/Cr.

I am directed to invite a reference to the marginally noted communications and to request you kindly to furnish the report, therein referred to, urgently.

Ref- 1) PWD SD MGP 60 Dt 23-12-60.
2) your letter no. GTP-35/TA3 Dt 3-1-61

Despatched in No. [illegible]
Dated 28/6/61

Yours faithfully,

Secretary to Government,
Public Works Department.

C. F. No. 45]

GOVERNMENT OF MYSORE

Telegram
Telephone

OFFICE OF

Chief Engineer, P. W. D.
IRRIGATION PROJECTS
MUNIRABAD. (S. Rly.)

No. GTP 35/60 TA3
Encls.

Date 28-8-61

To

The Secretary to Government,
Public Works Department, Bangalore.

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd.,

Ref:- Government letter No. PWD 50 MGP 60 dated 28-6-1961.

.....

As per agreement entered into by the former Bombay Government 68 cusecs of water is now supplied to the Gokak Mills. The management have addressed on 24-1-1961 for an additional supply of 68 cusecs. After due correspondance the Government informed them, vide letter No. PWD 211 GIT 57 dated 21-1-1960, that it is not possible to supply the additional 68 cusecs as desired by them.

Again the Firm in their letter dated 29-1-1960 have suggested that the additional 68 cusecs of water may be supplied after the construction of Hidkal Dam, vide copy of their letter received with Government letter No. PWD 50 MGP 60 dated 2-3-1960. In this regard this office letter No. W/670/57/GTP/982/TA3 dated 12-5-1960 may please be referred to. Even after the construction of Hidkal Dam, it will not be possible to supply an additional quantity of 68 cusecs, in view of the area proposed to be developed.

Again the Firm in their letter dated 9-11-1960 (copy received under Government letter No. PWD 50 MGP 60 dated 2-12-1960) have asked for an additional supply of 136 cusecs of water. It is to be mentioned here that the Hidkal Dam is taken up for providing irrigation facilities

PTO.

to the scarcity areas in Belgaum and Bijapur Districts. There is also a proposal for taking a High Level Channel from Hidkal Dam. Hence, it may not be possible to supply any additional water over and above the committed quantity 68 cusecs even after the completion of Hidkal Reservoir.

The Firm may please be informed, accordingly.

Yours faithfully,

Office copy approved by C. E.,

Chief Engineer, PWD,
Irrigation Projects,
Munirabad.

YGR. 22/8.

M. G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(Continuation sheet draft form).

Despatched in No. P.W.D
Dated 4/10/61

No. PWD 50 MGP 60
Dated 4th Oct. ~~Sept~~ 61.

To

The Dursonal Comm^r
Belgaum Dursion
Belgaum

Sir,

Subj: Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd Gokak.

I am directed to request you kindly to forward a copy of the lease dated the 31st ~~day~~ July 1894 made between the Secretary of State for India and the Gokak Water Power & Manufacturing Company Ltd. for a period of 99 years from 28.5.1894 ~~relating to the lease~~ relating to certain lands

in Dupdal Konur and Gokak together with the exclusive right to use water power at Gokak Falls on the Ghataprabha River. It is required in connection with in connection with an examination of the Gokak Mills' persistent requests for the supply of an additional 68 cusecs of water to the Mills. I am therefore to request you kindly to send a copy of the lease urgently.

Yours faithfully

for

Dy Secy to Govt

27/9/61

22

GOVERNMENT OF MYSORE

No PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,
Dated, Bangalore, 4th Oct: *196* 1.
Ashvija 1883.

FROM

The *Secretary to the Government of Mysore,*
Public Works Department.

To

The Divisional Commissioner,
Belgaum Division,
Belgaum.

Sir,

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

====

I am directed to request you kindly to forward a copy of the lease dated the 31st July 1894 made between the Secretary of State for India and the Gokak Water Power & Manufacturing Company Ltd., relating to certain lands in Dupdal, Konur and Gokak together with the exclusive right to use water power at Gokak Falls on the Ghataprabha River. It is required in connection with an examination of the Gokak Mills' persistent requests for the supply of an additional 68 cusecs of water to the Mills. I am therefore to request you kindly to send a copy of the lease urgently.

Yours faithfully,

(C. J. VENKATESA DAS)
Deputy Secretary to Government,
Public Works Department (Irrign.).

ks.30th

GOVERNMENT OF MYSORE

No.PWD 50 MSP 60

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated

From

The Secretary to Government,
Public Works Dept., Bangalore.

To

The Chief Engineer, Belgaum Zone, Belgaum

Sir,

Sub: Supply of Addl Quantity of 68 cusecs of water to the Gokak Mills Ltd - Gokak.

Ref no. PWD 50 MSP 61 dt 4-10-61

I am directed to invite a reference to the marginally noted communications/s and to request you kindly to furnish the report, therein referred to, urgently.

Yours faithfully,

for Secretary to Government,
Public Works Department.

o/c
16/10

Subject:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

Letter

MYSORE GOVERNMENT SECRETARIAT
TAPPAL SECTION
16 OCT 1961
PUBLIC WORKS DEPARTMENT

No.PB/REV.SR.74
Belgaum, 10 th, Octr, 1961.

To

The Secretary to Government,
P.W.D.(Irrigation), Bangalore.

Sir,

Immediate

Reference Government letter No.PW.D.50. MGP. 60, dated 4.10.1961.

The Superintending Engineer, Karnatak Irrigation Circle, Dharwar had supplied to this office a copy of the agreement dated 31st July, 1894 made between the Gokak Water Power and Manufacturing Company Ltd., and the Secretary of State for India, along with his letter No.BMI.6/1, dated 2.2.1959. A copy of the same is enclosed as desired.

MYSORE GOVT. SECRETARIAT
No. 7857
16 OCT 1961
PUBLIC WORKS (MAJOR IRRIGATION)

2. The original agreement dated 31st July, 1894 is with the Superintending Engineer, Karnatak Irrigation Circle, Dharwar.

Yours faithfully,

(B.G.KAUJALGI)
for Divisional Commissioner,
Belgaum.

ugm/-

AGREEMENT between the GOKAK MILLS and the GOVERNMENT of Bombay, regarding Water Supply from the Bhupdal WEIR in the year 1894

Daily No.2.

Presented at the office of the Registrar of Belgaum between the hours of 12 and 1 P.M. on 27th August, 1894.

(signed) H.Woodward
Registrar Belgaum Dist.

(signed) H.Woodward
Collector, Belgaum Dist.

Received fees as follows:-

Registration fee ...	..	Rs 10.0.0
Copying fees(Folios 55)	...	Rs 8.9.6
Extra fee for registration by Registrar	...	Rs 4.0.0
Fee for one memorandum, section 66		0.8.0.
	Total.	Rs 23.1.6.

The seal of the Registrar of Belgaum.

(Signed) H Woodward
Registrar Belgaum Dist.

CENTRAL STAMP OFFICE
Bombay, 17th May 1894

Certified that this document is exempt from stamp duty under article 18 of schedule II of Act No.I of 1879

Sd/- J.M.Campbell
Collector.

THIS INDENTURS, made the thirty-first day of July in the Christian year one Thousand eight hundered and ninety-four BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (herein after referred to as " the Lessor") of the one part, and THE GOKAK WATER POWER AND MANUFACTURING COMPANY, LIMITED (herein after referred to as " LESSEES") of the other part.

WITNESSETH that in consideration of the cancellation and surrender of an instrument or indenture dated the twenty-eighth day of May One Thoudand eight hundered and eighty-four purporting to have been made between the lessor of the one part and James George Smith, of Liverpool, Esquire, ~~the~~ and Chareles Douglas and Magnue Mowat, of Bombay, Esquires, of the other part, whereby the hereditaments herein after expressed to be hereby demised purported to be demised to the said James George Smith, Charles Douglas, and Magnue Mowat, and in consideration of the rents and other payments hereinafter reserved and of the ~~covenants~~ covenants and agreements on the part of the lessees hereinafter contained the lessor doth hereby demise unto the lessees all those pieces or parcels of land hitherto unoccupied, situate in the village of Dhupdal, Konur, and Gokak, in the registration Sub-District of Gokak, of the Belgaum District, containing together by admeasurement one thousand and ninety-three acres and six gunthas or thereabouts, particularised with dimensions, abuttals, and boundaries in the schedule hereto, and delineated on the Plan hereto annexed, and thereon coloured yellow and comprised within a red line(the shrines or temples and the ground surrounding the same respectively, and also the crevies way of passage leading down to the falls of Gokak on the Ghataprabha river, which are respectively coloured purple on the said plan, being excluded from this domise), together with the exclusive right to use the ter power at the said falls of Gokak so far as the same shall e actually required for the works of the lessees hereinafter entioned or referred to and together with all buildings, erections, nd constructions now upon the said lands hereby demised or any part hereof, and together ~~with~~ also with liberty to build, erect, nd maintain in and upon such parts of the said river and falls as abut upon the premises hereby demised such weirs, sluices, r other works including the turbine house already erected hereon as may be necessary for the use for the purpose ereinafter mentioned of the said water power. And so far nly as the user of the said water power, and the erection

and maintenance of such works as afore-said shall not injuriously affect any private rights or the rights hereinafter reserved to the lessor, And together also with full right and liberty during the continuance of this demise to cut, and take and sell and dispose of in any way for their own benefit all timber or timber like trees, grass, and brushwood growing on the said lands hereby demised , And together also with full right and liberty to quarry work, and get in or upon the said lands hereby demised all such stone, earth, and other material as may be required by them for or in the construction or erection of any of the buildings or works hereby authorised, as also (under such regulations as may be laid down by the Government of Bombay) for sale or for any other purpose, And together also with liberty to maintain at their own expense during the continuance of this demise the works already constructed by the lessees, and to construct and maintain at and during the like expense and period on the said river at the head of the rapids and just below the pick-up works of the lessees such small works as the Government of Bombay shall sanction and approve of, in order to raise the dry season level of the water in the said reach to the extent of three feet or thereabouts, but not so as in any way tp effect the flood discharges of the river, the lessees hereby agreeing and undertaking that in the event of such last-mentioned works being found (by levels) seriously to obstruct the ford above Konur they will take such measures (to the satisfaction of the Government of Bombay) as may be necessary to prevent the crossing of the river being impeded. And together also with full power and liberty at their own expense to make, construct and maintain during the continuance of this demise through, over, and upon the Temple lands coloured purple on the said plan, a water channel or mill race from their

in-take works at the head of the rapids to the edge of the cliff at the falls of Gokak, all such works being carried out under the supervision and to the satisfaction of an ~~Officer~~ Officer appointed for the purpose by the Government of Bombay and in such manner that they will not interfere with the rights of the persons using the Temples on the River Bank Except and reserving unto the lessor and other the owners and occupiers (if any) for the time being of the hereditaments adjoining the land hereby demised, and all persons claiming through or under them, full and free right of way and access to the said river and falls over the land hereby demised, to the same extent and in the same manner in all respects as such right of way and access have hitherto been possessed and enjoyed, And Except and reserving to the lessor the full and free right and liberty at any time during the continuance of this demise to construct and erect near the said premises, and on and near the said river and falls, for the purpose of irrigation or storage, such dams, reserviors, canals, sluices, and all necessary erections and constructions for the purpose of collecting and storing the water of the said river and falls as the lessor may consider expedient to construct and erect, TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised unto the lessees for the term of ninety-nine years from the twenty-eighth day of May one Thousand eight hundered and eighty-four, YIELDING AND PAYING therefor during the said term in respect of the land hereby demised the certain yearly, rent of Rupees two thousand and seventy-three and five annas(being at the rate of four annas per acre) by yearly payments on the first day of June in every year at the office of the Mamlatdar of Gokak, in the Belgaum District, or at such other place as shall be appointed by the lessor for that purpose, the first payment under these presents in respect of the said rent being made on the eleventh day of May one thousand eight hundered and eighty-six. AND ALSO YIELDING AND PAYING in respect of water supply the following additional yearly rent or sums;

X

Hundred

that is to say, for the right to use a continuous flow of seventeen cubic feet of water per second, to be measure as hereinafter provided, the yearly rent or sum of Rupees three thousand four hundered and fifty by equal half-yearly payments on the first day of January and the Thirtieth day of June in every year at the office of the Executive Engineer for Irrigation in charge of the Govern--ment Canal known as the Gokak Canal, or at such other place as shall be appointed by the lessor for that purpose, the first of such half-yearly payments under these presents being made on the twenty-fourth day of December One thousan eight hundered and eighty-seven, and the said yearly sum to continue payable whether the water is used by the lessor or not. For the right to use any extra continious supply of water above seventeen cubic feet per second and not exceeding sixty -eight cubic feet per second which the lessor shall upon the requisition of the lessees made as hereinafter provided supply, the additional yearly sum of Rupees two hundered and thirteen for each such extra cubic foot per second so continiously supplied. And for the right to use any extra continious supply of water above sixty-eight cubic feet per second and not exceeding one hundered and thirty-six cubic feet per second which the lessor shall, upon such requisition as aforesaid of the lessees, supply, the additional yearly sum of Rupees three hundered and fifty for each such extra cubic foot per second so continiously supplied. The said last-mentioned yearly sums respectively to become payable from the respective days on which the lessor shall, in accordance with any requisition of the lessees so made as aforesaid, begin to make the extra supply named in such requisition, and to be paid by equal half yearly payments on the days and at the place hereinbefore named for payment for the original supply, commencing in every case with the payment at the time of the half-yearly payment for the original supply next after the begininng of the extra supply of an

apportioned part of the additional yearly payment for the period between the beginning of the extra supply and such next half yearly time for payment as aforesaid, All or any of the said additional yearly rents or sums which may become payable shall so long as the water in respect of which it is payable is continuously supplied to continue to be payable and shall be paid thenceforward during the terms hereby created, notwithstanding that the lessees may not require or use the water so supplied, and the lessees shall not be entitled to withdraw any requisition made by them for an extra supply, and the measurement of the water to be supplied for the use of the lessees under these presents shall be made at the Government head works of the said Gokak Canal or at the outlet from any weir or reservior specially provided to secure a supply in addition to that given from the said Gokak Canal, or if necessary at both such places, And the lessee shall be bound to accept as correct the usual gauge or register used for such purposes, PROVIDED ALWAYS, that the lessees shall be entitled to use, without making any payment therefor to the lessor, any water drawn from their own storage works, And also that no charge shall be leviable by the lessor for or in respect of any natural excess of water during the months of July, August, September and October in any year used for available for use beyond the quantity in respect of which the yearly rents hereinbefore reserved shall for the time being have become payable and which excess of water of the lessees are to be at liberty to use free of charge. A

PROVIDED ALSO, that if the Secretary of State having done everything necessary on his part, by the erection and maintenance of storage and other works of adequate capacity, and suitable and sufficient for the purpose of ensuring to the lessees, the continuous supplies of water to which under these presents they may for the time being and from time to time be entitled, and having also done everything reasonably possible on his part to keep such storage works in proper repaired condition, and at all times B

supplied with water necessary and sufficient for the purposes of such continious supplies, and having in all other respects done his best to enable him to carry out and perform the terms of these presents, shall nevertheless be prevented by the Act of God, or the deficiency from natural causes of the normal supply of water from the river, or by the necessity for repairing the storag works in consequence of unforseseen damage or natural and ordinary wear and tear, not resulting from any neglect or failure on the part of the Secretary of State to maintain such works in good condition, or from any other cause or causes beyon the control of the Secretary of State, from giving such continious supply, and the same shall in consequence at any time or times be interrupted or deficient, such interruption or deficiency shall not render the Secretary of State liable to any claim for damages for breach of contract; provided, so far as the same is capable of being remedied by repairing damage to the storage or to other works, he shall, as soon as reasonably can be make good such damage so as to enable the full supply to be continued; but if and so long as the said interruption or deficiency shall exceed twenty-five percent of the continious supply of water to which under these presents the lessees may for the time being be entitled, then and in such cases, and so long as such excess continues and until the same shall be remedied, the payment of all water rent to which the Secretary of State would otherwise be entitled hereunder shall be suspended, PROVIDED ALWAYS, that if and so long as the said interruption or deficiency shall not exceed twenty five percent of the continuous supply

of water to which under these presents the lessees may for the time being be entitled, then and in such case a deduction shall be made from the water rent for the time being payable or reserved under these presents, and such deduction shall be proportionate to the actual deficiency in the supply, and shall bear the same proportion to the annual water rent for the time being payable or reserved in respect of such actual deficiency as the number of days during which the supply shall be so interrupted or deficient as aforesaid shall bear to three hundered and sixty-five.

AND THE LESSEES HEREBY CONVENANT WITH THE LESSOR IN MANNER FOLLOWING; that is to say:-

1. To pay to the lessor, at the times and places hereinbefore respectively specified, the said yearly rents or sums, clear of all deductions.

2. To pay all existing and future taxes, rates, assessments, cesses, and outgoings of every description for the time being in anywise payable in respect of the land, hereditaments, and premises hereinbefore expressed to be hereby demised, or the buildings and works erected thereon.

3. To use the said demised lands solely as a site for and in connection with experimental or permanent works constructed or to be constructed thereon, and to furnish the same with machinery suitable for utilising the requisitioned water power of the said river and falls, the user ~~thereof~~ whereof is hereby granted as aforesaid, for purposes of ~~machinary~~ mechanical industry, but so that no omission or failure by the lessees to utilise the said water power or any part thereof shall be deemed a breach of covenant or agreement on their part under or within the meaning of these presents.

4. Not to pollute by the construction, establishment, or operations of any such works~~xxx xxxxxxx~~ or works the water of river and falls or render it unfit to drink, and to make such arrangements AND CARRY OUT SUCH WORKS as may be considered necessary by the lessor or his agent from time to time appointed for that purpose to prevent any such pollution or injury to the

water aforesaid.

5. From time to time and at all times during the continuance of this demise to efficiently ~~managexx~~ maintain and keep in repair the said work or works and the buildings and erections connected therewith

6 Not to build or construct any works which will cause obstruction to the free flow of water below the canal weir.

7 To permit the lessor, or his officers, servants or agents, at all times in the daytime to enter upon the said premises and view the same and the works carried on there, and to furnish all such information in relation thereto as shall be required.

8 To make reasonable compensation to any tenant or tenants, occupier or occupiers of land, and to any other person or persons whomsoever, for any damage or loss which may be sustained by him or them by reason or in consequence of the said works, or the exercise of the liberty hereby granted, or any-wise in relation thereto, or by reason of any matter or thing which may be done in pursuance of these presents.

9 To indemnify the lessor against all actions, suits, claims, and demands on accounts of any such damage or loss as aforesaid.

10. Not to assign, underlet, or part with possess-ion of the said premises or any of them without the ~~proviso~~ previous consent of the lessor. Provided, however, if the lessees shall furnish security to the satisfact-ion of the lessor by depositing, when called upon to do so, Government security to the amount of the capitalized value of the future rent payable under this lease, or if in case of a proposed underletting of any portion of the said water rights the lessees shall deposit as aforesaid Government security to the amount of the capitalized value of the future rent payable in

respect of the water rights so proposed to be underlet the lessor shall not object to such assignment or underletting.

11. At the expiration or sooner determination of the said term, to deliver up to the lessor the said lands hereby demised, and all dams, embankments, drains, watercourses, warehouses, buildings , erections, gins, engines, pumps, machinery or plant, and other matters and things then standing or being thereon. Provided, neverthless, that unless the said term of ninety-nine years shall be determined by re-entry under the power in that behalf hereinafter contained, the lessees may remove for their own use all ~~buildings belonging~~ buildings or erections, engines or working tools, machinery or plant belonging to them, then being in, on, or about the said demised premised premises, or standing or being thereon, first giving to the lessor the option of purchasing such buildings or erections, engines, working tools, machinery, or plant, or any part thereof, at a fair valuation.

12. Provided always, and these presents are on the express condition, that if and whenever any part of the rents hereinbefore reserved shall be in arrear for twenty-one days whether the same shall have been legally demanded or not, or if and whenever there shall be a breach of any of the convenant and agreements by the lessees herein contained, the lessor may re-enter upon any part of the said premises in the name of the whole and re-possess the same, together with all buildings, erections, engines, working tools, machinery and plant then being on the said premises , as fully and effectually as if these presents had never been made.

AND THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEES IN MANNER FOLLOWING THAT IS TO SAY:-

13 To provide for the use of the lessees from the said river and falls a continious flow of seventeen cubic ft. per second, measured as hereinbefore provided, and also,

unless prevented, by the unavoidable causes as herein-
-before provided for, within such periods as are
hereinafter mentioned, such extra continious supply
of water, not exceeding altogether one hundered and
thirty six cubic feet per second as the lessees shall
from time to time by requisition made or to be made
in manner hereinafter provided require and be willing
to pay for at the rates hereinbefore specified. In
reference to such extra supply the follpwing provisions
shall have effect: (a) If the lessees shall at any time
or times during the continuance of this demise give to
the lessor notice in writing specifying the additional
number of cubic feet per second (but not less than ten
cubic feet at a time) required by them beyond the said
flow of seventeen cubic feet per second and upto fifty-
-one, making the total supply sixty.eight cubic feet
per second, the lessor will, on or before the expirat-
-ion of twenty-four calender months from the receipt
of every such notice, supply the lessees continiously
with the additional quantity specified in such notice
or notices at the rate hereinbefore mentioned (b) If when
the lessee shall have given in manner aforesaid a notice
or notices requiring inclusively of the said seventeen
cubic feet per second a total supply of sixty-eight
cubic feet per second the lessee shall require a
further supply and shall give to the lessor a notice
or notices in writing of such requirement, not exceeding
in the whole, a further supply of sixty-eight cubic
feet per second (making with the former supply one
hundered and thirty-eight cubic feet per second); the
lessor will on or before the expiration of thirty-six
calendar months from the receipt of such notice, if the
whole of such further supply is thereby required, or
the first of such notices if part only is required, and
on or before the expiration of twenty-four calender

months from the receipt of the second or any subsequent notice, supply the lessees with the additional quantity specified in such notice or notices respectively at the rate hereinbefore mentioned. PROVIDED ALWAYS, that no such notice as aforesaid in respect of the last-mentioned further supply of sixty-eight cubic feet per second shall require less than seventeen cubic feet per second. PROVIDED always, and it is hereby expressely agreed, that if the lessor, having used reasonable diligence, shall be unable to supply any additional quantity required in excess of the first sixty-eight cubic feet per second until the expiration of thirty- eight calender months from the receipt of any such notice or notices as aforesaid of the lessees given in ~~receipt~~ respect of the further or second sixty-eight cubic feet per second, he shall not be liable or answerable for any loss of damages incurred or ~~maintain~~ sustained by the lessees in consequence of or incident to such delay (c), If the lessees shall at any time hereafter require and the lessor shall be in a position to furnish with reasonable facility and without unreasonable expense a supply larger than that of one hundered and thirty-six cubic feet per second guaranteed as aforesaid, the lessor will furnish any reasonable additional supply at rates to be hereafter settled, but the lessor shall have the absolute and indisputable power of deciding whether he is or is not in a position to furnish with reasonable facility and without unreasonable expense any additional supply

14. If the lessees shall pay the rents hereinbefore reserved and payable, and perform and observe the convenants and agreements by them herein contained, they may at all times during the said term peaceably and quitely hold and enjoy the premises hereinbefore expressed to be hereby demised without the interruption or distburance of the lessor, or any other person or persons whomsover lawfully claiming from under or in trust for him.

15. PROVIDED ALWAYS, and it is hereby agreed, that if

at any time during the continuance of this demise the lessees shall require a supply of water ~~latter~~ larger than one hundered and thirty-six cubic feet per second, and shall be willing at their own expense to construct the necessary storage works for that purpose, they shall be entitled to do so, (but so as not to prejudice or interfere with the supply of the said one hundered and thirty-six cubic feet per second, or the then existing irrigation works of the lessor, or the then existing supply of water to any person who, in the opinion of the Government of Bombay may be entitled to the enjoyment of the use of the said river water). and to store therein water from the said river and falls, and to use all water drawn from such storage works without making any payment therefor to the lessor.

PROVIDED also, and it is hereby agreed, that for the purposes of constructing any such storage works it shall be lawful for the lessees to quarry for, take, and use free of charge any stone or other materials in and from any lands for the time being unoccupied or unused for any other purpose of the lessor in the neighbourhood of such works within limits to be agreed upon by the lessor.

16 · And it is hereby agreed that if on the expira-tion of the term hereby granted the lessor shall not exercise his option of purchasing the buildings, engines, working tools, machinery, and plant, or any part thereof, under the provision in that behalf hereinbefore contained, the lessees shall and will at their own expense remove all buildings, engines, working tools, machinery and plant from the said demised premises within six calender months from the date of the expiration of the said term, in default whereof the said buildings, engines, working tools, machinery , and

plant shall on the expiration of the said six months become
he property of the lessor.

7. PROVIDED ALWAYS, and it is hereby agreed and
leclared between and by the parties hereto, that if the
lessor shall at any time during the continuance of this
lemise desire to enjoy any new right of way over the
premises hereby demised or any part thereof, the lessees
shall and will grant the same to the lessor on payment
of reasonable compensation for any damage that may be
thereby to them occasioned.

8. And it is hereby agreed that if, on the
expiration of the said term hereby granted, the lessees
shall be desirous of taking a renewed lease of the said
premises hereby demised, and of such desire shall, prior
to the expiration of the said term, give to the lessor
six calander months' previous notice in writing by
delivering the same or causing the same to be delivered
either at the India Office in London, or at the office
of the Chief Secretary to the Government of Bombay in Bombay, and
shall pay the rents hereby reserved, and observe and perform
and several covenants and agreements herein contained,
and on the part of the lessees to be observed and performed
upto to the expiration of the said term hereby granted,
the lessor will upon the request and at the expepnse of the
lessees, and upon their executing and delivering to the
lessor a counterpart thereof, forthwith execute and deliver
to the lessees a renewed lease of the said premises for such
further term, at such rent or rents, and under and subject
to such covenants, provisoes and agreements, as the lessor
shall think necessary or proper, but in settling the rent to
be paid any increase in the value of the property arising
from buildings or works erected or executed thereon during the
first tern of ninety-nine years shall not be taken into
account.

9. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED

that if any doubt, difference or dispute shall arise between the lessor and the lessees touching the matters in respect of which compensation ought to be made in pursuance of these presents or touching the amount of such compensation, or the price to be paid in respect of any of the things to be purchased in pursuance of these presents, or touching these presents, or any clause or thing herein contained or the construction hereof, or any matter in any way connected with these presents or the operation thereof, or the rights, duties, or liabilities or either party in connection with the premises, then and in every or in any such case the matter in difference shall be referred to and decided by two arbitrators, one to be named by the lessor, and the other by the lessees, or if the arbitrators differ then to and by an umpire to be chosen by them before entering upon the arbitration; and if either party shall fail to name an arbitrator after notice in writing by the other or his or their agent requiring him or them so to do, or shall name an arbitrator who neglects to act or to proceed with due deligence in the business of the artbitration, or who will not join in naming an umpire, then to and by the arbitrator named by the other party and the decision of such arbitrations or arbitrator or umpire, as the case may be shall be final.

20 And it is hereby agreed and declared that if the lessor shall with reasonable diligence and expedition construct or proceed with the construction of any works, dams, or reserviors which may be necessary to provide for the use of the lessees from the said river and falls such extra continuous supply of water as the lessees shall in accordance with the provisions of these presents require beyond

the continuous flow of seventeen cubic feet of water per second first hereinbefore mentioned, the lessees will not make any claim for demages or compensation in respect of the non-compliance by the lessor with a requisition for the extra supply of twenty cubic feet of water per second dated the fourteenth day of May one thousand eight hundered and eighty six, and delivered under the provisions of the said instrument or indenture of the twnety-eighth day of May one thousand eight hundered and eighty-four, and will indemnify the lessor against any such claim made by or on behalf of any other person or persons claiming under or by virtue of the same instrument or indenture.

21. PROVIDED LASTLY that the expression, the " Lessees" hereinbefore used shall, unless such an interpretation is inconsistent with the context include their successors and assigns.

In witness whereof the Right Honourable the Government of Bombay in Council for and on behalf of the said Secretary of State for India in Council hath caused Hillersden Woodward, Collector, Belgaum District, to set his hand and seal on behalf of the said Secretary of State for India in Council to one part of these presents and Charles Douglas under Power of Attorney dated the fifteenth day of July one thousand eight hubdered and ninety-one as Attorney for and on behalf and in the name and as the act and deed of the Gokak Water Power and Manufacturing Company, Limited, as to another part of these presents set his hand and seal the day and year first herein before written.

Signed, sealed and delivered by Hillersden, Woodward, Esquire the Collector of Belgaum, in the presence of :-

(Signed) H.Woodward
Collector of Belgaum.

(Signed) " Venkatarao Subarao Koppikar, Chitnis
(Signed) " Bhimarao Rangarao Joahal"
Head Clerk.

Seal of the Collector of Belgaum.

THIS SCHEDULE Above referred to
CONTAINING THE DESCRIPTION AND BOUNDARIES OF LANDS
DEMISED.

Plot I. Portion of unasseesed unculturable Government waste Revision Survey No.173, of Dhupdal, Taluka Gokak, measuring 143 acres, 18 Gunthas.

Bounded on the north by Revision survey Nos. 182,168,169, 170, 171 and 172 of Dhupdal.

Bounded on the east by Old Revenue Survey No. 40, of the Inam Village of Kurbet.

Bounded on the south by old Revenue Survey No.64, of the Inam village of Singanapur a portion of the reserved portion of Revision Survey No. 173(the boundaries of which are to ~~be~~ the north Inam Revision S.No.174 extending from the south-east ~~corner~~ towards the west up to the trigonometrical station mark 2083-35, to the east portion of Revision Survey No. 173, to the south Singnapur Old Revenue Survey No.64, and to the west portion of Revision Survey No.173) and by the high flood level line upto the south-east corner of Revision Survey No.175

Bounded on the west by Revision Survey Nos. 175, 176 and 181, of the village Dhupadal.

Plot II. Portion of unassessed unculturable Government waste Revision Survey No. 244 of Gokak, Taluka Gokak, measuring 312 acres 10 gunthas.

Bounded on the north by the high flood level line shown on the map in blue colour, Revision Survey Nos. 243, 242, and 241 of the village Gokak.

Bounded on the east by Revision Survey Nos. 240, 238, 237, 234, 233 and 265 ~~xxxxxxxx~~ of Gokak.

† Bounded on the south by Revision Survey number 265 of Gokak and numbers 654 and 655 of Konur.

† Bounded on the ~~west~~ South West by trigonometrical station mark 2078 and by portion of land covered with boulders and scrub at the foot of the precipice.

Plot III. Portion of unculturable unassessed Government waste Revision Survey No.654 of the village Konnur Taluka Gokak, measuring 267 acres and 24 Gunthas

Bounded on the north by road from Konnur to Gokak, running west to east from trigonometrical station mark 2001-58, as far as to a point about 400 feet to the east of the road leading to temples, hence a line running at right angles to the road, and by portion of land covered with boulders and scrub at the foot of the precipices, including the curvice and Revision Survey No. 244 of Gokak.

Bounded on the east by Revision Survey No. 244 of Gokak.

Bounded on the south by Revision Survey No. 655 of Konnur

Bounded on the west by Revision Survey No. 653 of Konnur.

Plot IV. Unassessed culturable Government waste Revision S.No. 655 of the village Konnur, Taluka Gokak, measuring 369 acres 34 Gunthas.

Bounded on the north by Revision Survey No.654 of Konnur
Bounded on the east by R.S.No. 244 and 265 of Gokak.
Bounded on the south by R.S.No. 656 of Konnur.
Bounded on the west by R.S.No.653 of Konnur, trigonometric station mark 2001-58

H.Woodward, Esquire, Collector of Belgaum, executing party resident at Belgaun admits, execution. He is himself Registrar.

Dated 27th August 1894

(Signed) H.Woodward
Collector Belgaum Dist.
(Signed) H.Woodward
Registtar, Belgaum District.

Registered No.284 at pages 50 90 Volume II of Book No.1

3rd October, 1894

(Signed) H Woodward
Registrar Belgaum District.

The seal of the
Registrar of Belgaum.

Appendix F. G.—1]

SUBJECT Supply of addl: quantity of 68 cusecs of water to the Gokak Mills Ltd: Gokak.

Diary No. of letter replied to 9857

Mysore Government Secretariat.

( )

the 195 .

Date of issue

Signed by

50 MGP60

29/12/61

Hm

List of enclosures

Copied by for a

Examined by

Section

File No.

Serial No.

No. PWD 50 MGP60.

To, The Divisional Commissioner, Belgaum.

Ref:— Your office letter No. RB/REV. SR. 74 dated 10.10.61.

Sir,

I am directed to invite reference to the Communication cited on the above subject and to state that a further examination of the case it seems

P.T.O.

~~desirable~~ necessary is necessary to have the entire records of the former Bombay Govt. Connected with the original agreement and also the records relating to supplementary agreement for reference. Therefore, I am to request you kindly to make available all the above records as early as possible to enable the Govt. taking for further necessary action in the matter.

(between the Gokak Water Power & Manufacturing Coy Ltd and the Secy. of State for India)

This may please be treated as most urgent.

Yours faithfully,

28.12.61

by: Secy. to Govt.
P.W.D (I)

Copy of the above is forwarded to the S.E, I.I.C, Dharwar for similar action.

28.12.61

by: Secy. to Govt.
P.W.D (I)

Sr. 24/12/61. Jr. 27/12/61.

GOVERNMENT OF MYSORE

Mysore Government Secretariat,
'Vidhana Soudha'
Bangalore, Dt: the 29th December '61

No.PWD 50 MGP 60.

From

The Secretary to Government of Mysore,
Public Works Department.

To

The Divisional Commissioner,
Belgaum.

Sir,

Sub:-Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

Ref:-Your office letter No.RD/REV.SR.74, dated 10-10-'61 .

I am directed to invite reference to the communication cited, on the above subject and to state that for a further examination of the case it is necessary to have the entire records of the former Bombay Government connected with the original agreement between the Gokak Water Power & Manufacturing Company Ltd., and the Secretary of State for India and also the records relating to supplementary agreement for reference. Therefore, I am to request you kindly to make available all the above records as early as possible to enable the Government for taking further necessary action in the matter.

This may please be treated as most urgent.

Yours faithfully,
Sd/-

(K.B.Murarappa)
Deputy Secretary to Government,
P.W.D.(Irrigation).

Copy of the above is forwarded to the Superintending Engineer, Irrigation Investigation Circle, Dharwar for similar action.

29.12.61

Deputy Secretary to Government,
P.W.D.(Irrigation).

29/12/61.

46

No.GTP/6311

Office of the Superintending Engineer,
Irrigation Investigation Circle,
Dharwar; 3-1-62

To

227

The Secretary to Government,
Public Works Department,
'Vidhana Soudha' BANGALORE.

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

Ref:- Government letter No.PWD 50 MGP-60 dated 29th December 1961, addressed to the Divisional Commissioner, Belgaum Dn., Belgaum, and copied to this office.

P.G.S

Sir,

6.162

Adverting to the Government letter referred to above, I have to state that all the records concerning the water supply to Gokak Mills Ltd. Gokak, have been transferred to the Superintending Engineer, Ghataprabha Project Circle, Ghataprabha, on its formation from 8-6-1960. Hence, a copy of the Government letter under reference is being forwarded to the Superintending Engineer, Ghataprabha Project Circle, Ghataprabha, for necessary action in the matter.

6/1/62

Yours faithfully,

5.1.62

Superintending Engineer, I.I.C.

ysv.2.1.

5/2/1

Copy f.w.cs. to the Divisional Commissioner, Belgaum Dn., Belgaum, for information.

Copy with a copy of Govt. letter under reference, f.w.cs. to the Superintending Engineer, G.P.C., Ghataprabha, for information and necessary action.

The files concerning water supply to Gokak Mills Ltd. Gokak, have been transferred to him under this office No.REC/8097 dated 25-10-60 (pl. vide S.No.117, 117(a) of list 1 and S.Nos. 13, 14 of list No.3.)

9

Subject:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd. Gokak.

No. RB/REV.BR.74
Belgaum, 3rd January 62.

245

To

The Secretary to Government,
Public Works Department(Irrigation),
Bangalore.

Sir,

Reference Govt. letter No.PWD 50 MGP 60, dated 29-12-1961.

It has been made clear in my previous letter of even No. dated 10-10-1961, that the original agreement dated 31-7-1894 made between the Gokak Water Power and Manufacturing Company Ltd. and the Secretary of State for India, is with the Superintending Engineer, Karnatak Irrigation Circle, Dharwar. I am, therefore, forwarding the Govt. letter under reference to the Superintending Engineer, Karnatak Irrigation Circle, Dharwar, requesting him to make available all the connected records to Government directly as early as possible.

Yours faithfully,

(A.M.SHAIKH.)
For Divisional Commissioner,
Belgaum.

SECRETARIAT No. 350 (MAJOR IRRIGATION)

No.GTP/6420

Office of the Superintending Engineer,
Irrigation Investigation Circle,

Dharwar: 6-1-62

To

The Divisional Commissioner,
Belgaum Division, Belgaum.

MYSORE GOVERNMENT SECRETARIAT
9 JAN 1962
PUBLIC WORKS DEPARTMENT

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

Ref:- Your letter No.RB/REV/SR-74 dated 3/4-1-1962, addressed to the Secretary to Government, P.W.D., Bangalore and copy endorsed to this office.

...

Sir,

As already stated in this office letter No.GTP/6311 dated 3-1-1962, addressed to the Secretary to Govt. P.W.D. Bangalore and copy endorsed to you, all the records connected with the water supply to Gokak Mills Ltd. Gokak have been transferred to the Superintending Engineer, Ghataprabha Project Circle, Ghataprabha. I therefore request you kindly to address all communications on the above subject to the Superintending Engineer, Ghataprabha Project Circle, Ghataprabha.

Yours faithfully,

6.1.62

sfk/6.1

Superintending Engineer, I.I.C.

Copy submitted to the Secretary to Government P.W.D.Bangalore for favour of information with reference to the Divisional Commissioner's letter under reference.

Copy forwarded with compliments to the Supdg. Engr. G.P.C., Ghataprabha, for information.

Appendix F. G.—1]

SUBJECT Supply of additional quantity of 6½ cusecs of water to the Gokak Mills Ltd., Gokak.

Diary No. of letter replied to .....

Mysore Government Secretariat.

( )

the *195*

Date of issue.....

Signed by.....

Despatched in No. PWD.
Dated 17/1/62
OR

List of enclosures .....

Copied by.....

Examined by .....

Section

File No.

Serial No.

No. PWD 50 MGP 60.

To,

The S.E, G.P.C.,
Ghataprabha.

Ref:— 1. Letter No. GTP/6311 dated 21.62 from S.E, G.C Dharwar addressed to this office & copies to You.

2. Letter No. GTP/6420 dated 6.1.62 from the S.E. G.C. Dharwar addressed to the Govt: Comm: Belgaum & copies ~~to this office~~ & to You.

Sir,

I am directed to invite reference to the Communications cited on the above subject

P.T.O.

and to request you kindly
to make available
all the records (referred to in this office letter of even number dated 29.12.61) as early as
possible to enable the
Govt. to take further
necessary action in
the matter.

This may be given
Top priority.

Yours faithfully,

15-1.62

By: Secy. to Govt.
P.W.D (I)

Copies of the above for information
and necessary action to the following
officers:

1) The Divisional Comm: Belgaum.
2) The Chief Engineer I.P. Nucleus at
3) The S.E. I.I.C Dharwar.

14/1/62 15/1/62

By: Secy. to Govt.
P.W.D (I)

GOVERNMENT OF MYSORE.

No. PWD 50 MGP 60.

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, Dated: 17th Jan. 1962.

From

The Secretary to the Government of Mysore,
Public Works Department,
BANGALORE.

To

The Superintending Engineer,
G.P.C.,
GHATAPRABHA.

Sir,

Subject:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

- - -

Reference:-1. Letter No. GTP/ 6311 dated 3.1.62 from Superintending Engineer, I.I.C. Dharwar addressed to this office and copied to you.

2. Letter No. GTP/6420 dated 6.1.62 from the Superintending Engineer, I.I.C Dharwar addressed to the Divisional Commissioner, Belgaum and copied to you

- - - -

I am directed to invite reference to the Communications cited on the above subject and to request you kindly to make available all the records referred to in this office letter of even number dated 29.12.1961 as early as possible to enable the Government to take further necessary action in the matter.

This may be given top prdority.

Yours faithfully,

16.1.62

(K.B.MURARAPPA),
Deputy Secretary to Government,
Public Works Department(Irrigation

KJP.

SAE 16/1/62.

52.

52

Deputy Secretary to Government,
Public Works Department(Irrn.)

Mysore Government Secretariat,
Vidhana Soudha,

Bangalore, dated 6.2.1962.

D.O.NO.PWD 50MGP/60.

Sub: Supply of Addl. Quantity of 68 Cusecs of water to the Gokak Mills LTD, Gokak.

Dear Sir,

Please refer to this Department letter of even number dated...1.7.1.6.2.....~~and subsequent reminder dated.....~~

on the subject cited above.

I shall be grateful if you will kindly look into the matter personally and expedite the reply.

Despatched in No. P.W.D.
Dated 6/2/62

Yours sincerely,

2/1/62

Shri D.N. Hukeri, B.E.,
S.E. Ghataprabha Project circle,
G.P.S. Ghataprabha.

31/1/62

31/1/62

53

K.B. Murarappa, B.E., M.C.E.,(USA),
Deputy Secretary to Government,
Public Works Department, (Irri).
..ooOoo..

D.O.No.PWD 50 MGP 60.

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated 6th Feb.1962.

Dear Sir,

Sub: Supply of Additional Quantity of 68 Casecs of water to the Gokak Mills Limited, Gokak.

Please refer to this Department letter of even No. dated 17-1-1962 on the subject cited above.

I shall be grateful if you will kindly look into the matter personally and expedite the reply.

Yours sincerely,

Sri D.N. HUKERI, B.E.,
Superintending Engineer,
Ghataprabha Cirlce,
GHATAPRABHA.

VK.

Government of Mysore
PUBLIC WORKS DEPARTMENT

59

Phone : 38 Ghp. Office
Gram : 'Superenger'Ghp.

Ghataprabha Project Circle
GHATAPRABHA
DIST. BELGAUM

By Regd.Post
No.IRN/ 14158-60.

No/299 Dated: 6 FEB 1962

To

The Chief Engineer,
Irrigation Projects,
Munirabad.

Subject :- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd, Gokak.

Reference:- (1) Superintending Engineer, I.I.C's Dharwar's No.GTP/6311 dt.3-1-62 alongwith the enclosed Government letter. No.PWD 50 MGP 60 dated 29-12-1961.

(2) Government letter No. P.W.D. 50 MGP 60 dated 17-1-1962.

(3) Divisional Commissioner, Belgaum's No.RB/REV.SR-74 dt.17-1-1962.

Sir,

In enclosing herewith the copies of the above mentioned references, I submit the original agreements between the Gokak water and Power Manufacturing Co., Ltd, and the Secretary of State for India for further transmission to the Secretary, Public Works Department as desired in their letter mentioned above. Also one booklet containing typed copies of all the agreements is enclosed which was got done in this office. Further it is requested that the above records may please be sent to Government, at the earliest as this office is being pressed for the same.

O. C. approved
by S. E.

Yours faithfully,

for Superintending Engineer, G.P.C.

Encl:
1. Copies of 4 letters
2. Original agreement's file of "water supply to Gokak Mills Ltd Lease" No.DI/6(a) from 1875 to 1898 of 146 pages.
3. One booklet containing copies of agreements.

vvk/4.
2.2...

Copies submitted to the Secretary to Government, P.W.D, Bangalore, for favour of information with reference to Government letter No. PWD 50 MGP 60 dated 17-1-1962.

Copy with compliments to the Divisional Commissioner, Belgaum, for information.

From:-

D.N.Hukeri.,
B.E.,
Superintending Engineer,
Ghataprabha Project Circle,
GHATAPRABHA:(DT:BELGAUM)

D.O.No.IRN/14446-47

Office of the
Superintending Engineer, G.P.C.,
Ghataprabha: 9 FEB

No 1334 9 FEB

Subject :- Supply of Additional Quantity of 68 Cusecs of Water to the Gokak Mills Ltd., Gokak.

Reference:- 1. Your D.O.No.PWD 50 MGP 60 dated 6-2-1962.

Dear Shri Murarappa

The original agreements between the Gokak water and Power Manufacturing Co., Ltd., and the Secretary of State for India as called for in Government letter No. PWD 50 MGP 60 dated 29-12-1961 addressed to the Superintending Engineer, Irrigation Investigation Circle, Dharwar have been submitted to Chief Engineer, Irrigation Projects, Munirabad for further transmission to the Government under this office letter No.IRN/14158-60 dated 6-2-1962, copy of which has already been endorsed to Government.

Yours Sincerely

(D.N.Hukeri.),

To

Shri.K.B.Murarappa,
B.E.,M.C.E.(USA),
Deputy Secretary to Government,
Public Works Department,(Irrigation),
Mysore Government Secretariat,
Vidhana Soudha, BANGALORE.

RSM/9.2.

P.T.O.

Copy with a copy of the letter under reference submitted to the Chief Engineer, Irrigation Projects, Munirabad, for favour of early transmission of the documents in question.

---

51 55

Deputy Secretary to Government,
Public Works Department(Irrn.)

Mysore Government Secretariat,
Vidhana Soudha,

Bangalore, dated 1961

D.O.NO.PWD 50 MGP 60.

Sub: As on page 55/C.
With-held.

Dear Sir

SE GPC

Please refer to ~~this Department~~ letter ~~of even~~ number ~~dated.~~ IRN. 14158-60 Dt. 6-2-62 ~~and subsequent reminder dated.~~ addressed to you and Copies ~~Copy~~ to ~~Govt~~ This office on the subject cited above.

I shall be grateful if you will kindly look into the matter personally and ~~expedite the reply. immediately by Return of post.~~ send expedite forwarding of the documents

Yours sincerely,

Shri M A Subhan Khan BA BE AMIE
CE GPC Mbad.

22/2

22/2/62

by REGD POST

C. F. No. 45.] GOVERNMENT OF MYSORE

1647

OFFICE OF
Chief Engineer, P. W. D.
IRRIGATION PROJECTS,
MUNIRABAD: (S. Rly.)
Date 16-2-62

N C.T.P.35/TA3
Encls. 2 Book lets

To

The Secretary to Govt. of Mysore,
Public Works & Elect. Department,
Bangalore.

Sir,

23 FEB
SECTION
PUBLIC WORKS DEPT

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mils Ltd. Gokak. P.45 CF

Ref:- Your letter PWD. 50 MGP 60 dated 29.12.1961 addressed to the Divisional Commissioner Belgaum and even dated 17.1.62 addressed to S.E/GPC. P.51 CF

...

With reference to the above I am forwarding original records pertaining to the Agreements between the Gokak Water and Power manufacturing company Ltd., and the Secretary of State for India together with a Book let containing typed copies of all the agreements as desired.

At once.

Yours faithfully,

16.2.62

for Chief Engineer, P.W.D.,
Irrigation Projects.

gfd/16.2.

23/2/62

69

D.O.No.PWD 50 MGP 62

Dear Mr. Kemple,

Will you kindly refer to your letter of the 9th Novr. 1960 addressed to Shri G.V.K. Rao, Secy. to Govt., P.W.D. and the discussions which your representatives had with me subsequently, regarding the ~~question of~~ supply of an additional quantity of 68 cusecs of water from the Ghataprabha River to the Gokak Mills Ltd. In this connection we would like to have further discussions with you in order to arrive at a ~~final~~ decision. Would you therefore kindly make it convenient to come down to Bangalore ~~to enable~~ for a discussion on Friday, the 20th July 1962, at 11 A.M. in the Chambers of the Chief Minister of Mysore at the Vidhana Soudha, Bangalore-1.

I would be glad to have a reply from you on this matter urgently.

Yours sincerely,

To

Mr. F.H.Kemple,
Director,
Managing Agents,
Gokak Mills Ltd.,
Messrs. Forbes, Forbes, Campbell & Co.,
Private Ltd.,
Forbes Buildings, Home Street,
Fort, Bombay.

13/7/62 13/7/62

D.O.Io.F.D 9c . 1 60

Dear Mr. Kemple,

Will you kindly refer to our letter of the 9th Nov. 1900 addressed to Mri V.V. Rao, Secy. to Govt., P.W.D. and the discussion which your representatives had with me subsequently regarding the question of supply en
of additional quantity of bricks or water from the upstream river to the power it is ltd. In this connection we would like to have further discussions with you in order to arrive at a final decision. Would you therefore kindly make it convenient to come down to Bombay before to enable discussion xx on the 20th July 1902 at 11 A.M. in the chambers of the Chief Minister of Mysore at the Vidhana Soudha, Bangalore.

I would be glad to have a reply from you xxxxxxxxxxxx xxxxx on this matter urgently.

Yours sincerely,

To

Mr. P.H.Kemple,
Director, Mess
Managing Agents,
Volkh Mills Ltd.,
Messrs. Forbes, Forbes, Campbell & Co.,
Private Ltd.,
Forbes Buildings, Home Street,
Fort,Bombay.

The Gokak Mills Limited.

MILLS AT GOKAK FALLS.

FORBES FORBES CAMPBELL & CO., LTD.
Managing Agents.

Registered Office:-
FORBES BUILDING, HOME STREET,
P. O. Box No. 79.

Telegrams: "Yestermorn."
Telephone No. 268081 (10 Lines)

Bombay 1, 19th June, 1962.

No.

P.J. Fernandez Esq., I.A.S.
The Secretary to the Government of Mysore,
Public Works & Electricity Dept.
Vidhana Soudha,
Bangalore.

SECRETARIAT
No. S265
23 JUN 1962
PUBLIC WORKS (MAJOR IRRIGATION)

Dear Sir,

We should like to thank you very much for the patient hearing given to Mr. W. Horridge and Mr. D.J. Madan when they called on you recently to discuss the supply of additional water to our Mills.

We have extended an invitation to the Hon'ble Minister for Public Works & Electricity Department, Shri Veerendra Patil, to visit our Mills and we do earnestly hope that he will find the time to accept our invitation. We would also greatly appreciate a visit from your goodself to our Mills either with the Hon'ble Minister or if time does not permit, on some other dates.

We do hope that you can accept our invitation.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LIMITED.
For: FORBES FORBES CAMPBELL & CO.LIMITED.

F.H. Kemple
CHAIRMAN
BOARD OF DIRECTORS.

D0289
JUN 1962

5265/MJ

Secretary to Govt. PWD has seen this letter. For orders whether this may be recorded.

20/6/62

Secy(I&SE)

16/6/62

Letter issued to Gokak Mills Ltd. vide s/c.

MS 1077

D record

28/6/62

61

GOVERNMENT OF MYSORE

No. PA 89

Mysore Government Secretariat,
VIDHANA SOUDHA,
Dated, Bangalore, 28th June 1962

FROM

The *Secretary to the Government of Mysore,*
Public Works and Electricity Department,

To

The Chairman,
Board of Directors,
Gokak Mills Ltd.,
Forbes Building, Home Street,
BOMBAY

Dear Sir,

I have your letter of 19th June 1962. I have every hope that the question of supply of additional water to your mills will be settled expeditiously.

I shall certainly take the opportunity of visiting your mills when I am next in that area.

Yours faithfully,

(P.J.FERNANDES)
Secretary to Government,
P.W. and Elecy. Department

P.J.Fernandes,

IMMEDIATE:
BY EXPRESS DELIVERY

13th July,1962.

D.O.No. PA 96

Dear Mr. Kemple,

Subject:- Supply of additional quantity of water to the Gokak Mills.

Kindly refer to my letter No. P.A. 89 dated 28th June '62, on the above subject. The entire question of supply of additional water to the Gokak Mills and revision of the Agreement was placed before the Chief Minister who is now the Minister-in-charge of Irrigation and Power. The Chief Minister desires to have an expeditious settlement of this question and feels that this can be done best across the table. He has indicated that he would like to have discussions with the representatives of your Firm on the 20th July, 1962 at 11 A.M. in his Chambers at Bangalore. Will you kindly indicate to by return of post whether the date and time are suitable?

Yours sincerely,

(P.J. FERNANDES)

F.H.Kemple, Esq.,
Chairman,
Board of Directors,
Gokak Mills, Ltd.,
Forbes Building, Home Street,
P.O.Box No. 79,
BOMBAY-1.

SUPPLY OF AN ADDITIONAL QUANTITY OF 68 CUSECS OF WATER TO THE GOKAK MILLS LIMITED.

An identure dated 31-7-1894 made by the Secretary of State for India, in favour of the Gokak Mills Ltd., as modified by supplementary agreements dated 20-8-1897, 10-6-1899 and 22-1-1938, provides, among other things, for a period of 99 years from 28-5-1884:-

(i) to the exclusive right of use by the Gokak Mills of the water power at Gokak falls in so far as it is actually required for the works of the company;

(ii) to pay for the right of use of a continuous flow of 17 C.Ft. of water per second, the yearly rent or sum of Rs.3,450;

(iii) to use any extra continuous supply of water above 17 C.Ft. per second and not exceeding 68 C.Ft. per second and pay an additional yearly sum of Rs.213/- for each such extra C.Ft. per second;

(iv) to the right to use any extra continuous suppl of water above 68 C.Ft. per second t exceeding 136 C.Ft. per second which the Gc ment shall upon such requisition of the com supply, and pay the additional yearly sum o Rs.350 for each such extra C.Ft. per second continuously supplied;

(v) after the company is given water supply of 68 C.Ft. per second, if they require a further supply and give notice in writing of such requirement not exceeding another 68 C.Ft. per second, the Government shall on or before the expiration of 36 calendar months from the receipt of such notice shall supply the company

with the additional quantity;

(vi) if the Government having used reasonable deligence is unable to supply any additional quantity required in excess of the first 68 C.Ft. per second, until the expiration of 48 calendar months from the receipt of such notice shall not be liable or answerable for any loss or damages incurred or sustained by the company in consequence of or incident to such delay;

(vii) if the company at any time require and the Government is in a position to furnish with reasonable facility and without unreasonable expense a supply larger than 136 C.Ft. per second guaranteed, the Government will furnish any reasonable additional supply at rates to be hereafter settled, but the Government shall have the absolute and indisputable power of deciding whether they are or are not in a position to furnish with reasonable facility and without un-reasonabl expense any additional supply.

In accordance with the supplementary agreement dated the 28th August 1897, the rates for the supply of water were modified as follows:-

a) 68 C.Ft. per second -- yearly rent or sum of Rs.12,183;

b) 10 C.Ft. per second -- additional yearly rent or sum of Rs.213/- for each extra C.Ft. per sec

c) Above 68 C.Ft. upto 136 C.Ft. per second -- additional yearly rent or sum of Rs.66/- per C.Ft. per

The company has been drawing 68 cusecs of water from the Ghataprabha river below the Khanapur dam. They have intimated in November 1960 that the quantity of water drawn by them is insufficient and that they require more water not only to run their existing hydro-electric power installation to the full capacity but also to extend the power installation in view of the proposed expansion of the Mills. The company have therefore requested for the supply of not only the additional 68 cusecs of water to which they are entitled to under the terms of the indenture but also an extra 68 cusecs (in all 136 cusecs over the quantity of 68 cusecs now drawn) as referred to in the indenture, in view of the Hidkal Dam works under execution and the ample supply expected therefrom.

In this connection, the first question that required examination was whether Independent India is bound to honour the agreements entered into by the British Government and if so:-

a) whether Government is bound to give an additional 68 cusecs to the company;
b) whether the agreement can be repudiated in toto and a new agreement insisted upon;
c) whether the rates can be enhanced.

After an examination of the above aspects, with reference to the relevant agreements, the Law Department has opined as follows:-

(i) The agreement in question cannot be repudiated, however inconvenient it may be, and the Government is bound to comply with the terms of the agreement;

(ii) The rates cannot be enhanced unilaterally

(iii) however, by explaining the change in circu-
stances, a reasonable settlement may be eventu-
arrived at, upon the rates to be paid for such
supply.

The next point that needs examination is the avail-
ability of water for meeting the needs of the mills. In
the normal circumstances there may not have been any di-
ficulty in conceding the request of the company as wa
is available in the Bhatgarabha river for this purpose.
But we have now taken up the huge Bhatgarabha Project with
view of Midkal. Once the Midkal dam is completed there
will be practically no water in the Bhatgarabha river
during the dry months. All the water will be stored in
the Midkal reservoir and diverted into the canals for
irrigating the extent under the project. Therefore, i
give the additional committed supply of 68 cusecs, we
will have to be let down from the Midkal reservoir whi
naturally results in a proportionate reduction in
area of the Bhatgarabha Project. The approximate
area irrigation is expected to be about 3,000 acres. (of mix
crops.)

In this connection the following points deserve
be taken into consideration:-

1) We are at present suffering from a very sev
power shortage and if the company were to d
the Electricity Board to supply the requir
amount of power, we are not in a position
do so. Even if the first stage of the
Project is commissioned, practically the
power which will be generated by the first
units has been fully committed and there w
no power to give to the Salem Mills.
when the Mills have come up with a proposal
generating their own power it would be nec

to think carefully before reject
tion;

(2) The water which is consumed for power
tion by the Mills is once again discharg
to the Ghataprabha river and therefore G
ment do not lose this water. The water
be picked up at the junction of the Ghat
bha and Krishna rivers where we are goin
construct the Alamatti Dam (Upper Krishn
Project);

(3) We have to consider not merely the re
of irrigation but also the requiremen
dustry, if a composite agro-industri
is to be followed by this Government.

(4) In the case of Kabini Project we have take
a decision to give water to the National
Corporation eventhough it will mea
of the ayacut under the Kabini Proj.

The next point to be considered is the r
supply. The rate of Rs.350/- per annum per cus
for in the Agreement works out to Rs.23,800/- pe
for 68 cusecs. 68 cusecs supplied for 365 days
2.14 T.M.C.Ft. At least 2/3 of this would
come from stored supplies. Therefore atleast 2/3
= 1.42 T.M.C.Ft. of net storage would have to
at the Hidkal Dam. Gross storage includi
evaporation losses would be about ten pe
1.56 T.M.C.Ft. The ~~light~~ live storage capaci
is about 50 T.M.C.Ft. and the final cost of t
be of the order of about 15 crores of Rupees.
the cost of storage per T.M.C.Ft. would be Rs.30
Therefore the cost of 1.56 T.M.C.Ft. storage required
supplying the additional waters to Dhark
be equal to 1.56 x 30 = Rs.47 lakhs

to Government even at 5 per cent (4 1/2 per cent int
on capital and 1/2 per cent maintenance) comes to Rs.2.3
lakhs. As against this, as per the rate of Rs.350/- pe
cusec the Government would realise only Rs.23,800 which
would result in a loss to Government of over Rs.2 lakhs
annum. It is therefore not in the interest of Gover
to entertain the demand on the basis of the rates fixe
the Agreement of 1894.

In this context it is relevant to mention that fo
supply of water to the several industrial concern in
State, as indicated in the list appended, different r
are being charged. The Accountant-General has point
the rates charged have no relation to the cost of st
and the increase in the cost of maintenance of res
and channels due to which Government is incurr
able loss. The Accountant-General has therefor
a revision of rates for the supply of water to
and commercial concerns. In fact, in connecti
posal to charge a rate of Rs.8/- per 10,000 C.
Gokak Mills for water used for purposes oth
ration of power and drinking, the Account-G
raised objections that the rate is low as this
enhanced. However, as already agreed to by
and the Government, a draft Agreement has been
it is being sent to the Divisional Commissi
getting it executed. [redacted]

Therefore the additional supply of wat
would have to be at the rates which would equ
the amount which Government would collect wa
irrigation purposes. The representatives th
cated, during preliminary discussions,
to negotiate on this basis. Accordi
the following calculation gives

1 cusec = 31.5 M.C.Ft. per year.

1/2 M.C.Ft. will irrigate 1 acre of Sugarcane crop (Sugarcane is taken into account as water is allowed to the Mills throughout the year, as in the case of Sugarcane crops).

Therefore 1 cusec irrigates 63 acres of sugarcane.
The water rate for sugarcane crops in Belgaum district is Rs.120/- per acre.
Therefore 120 x 63 = Rs.7,560/- would be the rate per cusec per annum for the additional supply.

Even with this rate the supply of water will be at a very concessional rate as in the case of crops, all the water is not drawn from the reservoir itself, as rain water is also utilised for the crops whenever available. Hence, water rates for irrigation are subsidised rates when compared with the rates based on storage and distribution.

In conclusion, the points for decision are as follows:-

(i) whether the present supply of 68 cusecs should be continued. If so whether it should be at the rate as hitherto as per the indenture.

(ii) whether the supply of a total additional quantity of 136 cusecs (as asked for by the company) has to be agreed to or whether only the supply of additional 68 cusecs to which Government is committed as per the Agreement has to be agreed to.

(iii) whether the rate for the additional 68 cu s may be fixed on the basis of rates equivalent to the amount which Government would get for water given for irrigation under the Ghataprabha Project.

(iv) If item (iii) above is to be the basis for the rate, then, whether a rate of Rs.7,560/- per cusec per annum may be levied in respect of the additional 68 cusecs to be supplied.

SECRETARY TO GOVERNMENT,
PUBLIC WORKS & ELEC. DEPTT.

BRP/8)
19-6-62)

	of Industrial concern	Rate charged for water supply	Remarks
4.	Nizam Sugar Factory, Munirabad	Rs.3,750/- per M.C.Ft.	For water drawn for purposes other than cooling.
5.	Hampli Sugar Factory, Bellary	Rs.3,000/- per M.C.Ft.	Water supply drawn from Hampi-ram distributory of Tungabhadra Project Low Level Canal.
6.	Chamundi Chemical and Fertilisers, Munirabad.	Rs.2,000/- per M.C.Ft.	Water drawn from the Tungabhadra Left Bank canal.
7.	Sandur Electro Metallurgical Works.	Rs.2,000/- per M.C.Ft.	Water drawn from the Tungabhadra Project Reservoir.
8.	Gokak Mills	Rs.9/- per 10,000 C.Ft.	Water drawn for purposes other than for generation of power & drinking.
9.	Southern Railway at Gokak.	Rs.9/- per 10,000 C.Ft.	
10.	Strawboard Factory at Munirabad	Rs.900/- per M.C.Ft.	Water drawn from the Tungabhadra river.
11.	Mysore Sugar Company Ltd., Mandya	~~Rs.2,000/- per M.C.Ft.~~ Rs.500/- per M.C.Ft.	Water drawn from the Visvesvaraya Canal.
12.	Nanjanagudu Sahkara Karkhane Ltd.	Rs.600/- per M.C.Ft.	Water drawn from Dasarguppe Branch of 13th distributory of V.C. Canal.
	Mandya National Paper Mills, Belagola	Rs.500/- per M.C.Ft.	Water drawn from the Right Bank Low Level Canal of the K.R.Sagar Reservoir. The charges a subject to a minimum of Rs.70,840/- per annum.
14.	Mysore Chemicals & Fertilisers, Belagola	Rs.500 per M.C.Ft.	---

VSm 1069 Ea 72

OFFICE OF THE CHIEF MINISTER

NOTE

Dated.. July. 21, ...1962.

Seen

I am directed to forward the note from the Gokak Mills Limited, which was submitted to the Chief Minister during the course of the meeting held on 20th July 1962. The minute of the Chief Minister in the margin may kindly be noted.

P. Padmanabha

(P.Padmanabha)
Private Secretary.

Secretary, PWD)

M/607
23 JUL 1962
PUBLIC WORKS & ELEC. DEPTT.

Seen. attended the discussions

S.V.R.
24/7.

6487

SUPPLY OF AN ADDITIONAL QUANTITY OF 68 CUSECS OF WATER TO THE GOKAK MILLS LIMITED.

An identure dated 31-7-1894 made by the Secretary of State for India, in favour of the Gokak Mills Ltd., as modified by supplementary agreements dated 20-8-1897, 10-6-1899 and 22-1-1938, provides, among other things, for a period of 99 years from 28-5-1884:-

(i) to the exclusive right of use by the Gokak Mills of the water power at Gokak falls in so far as it is actually required for the works of the company;

(ii) to pay for the right of use of a continuous flow of 17 C.Ft. of water per second, the yearly rent or sum of Rs.3,450;

(iii) to use any extra continuous supply of water above 17 C.Ft. per second and not exceeding 68 C.Ft. per second and pay an additional yearly sum of Rs.213/- for each such extra C.Ft. per second;

(iv) to the right to use any extra continuous supply of water above 68 C.Ft. per second and not exceeding 136 C.Ft. per second which the Government shall upon such requisition of the company supply, and pay the additional yearly sum of Rs.350 for each such extra C.Ft. per second so continuously supplied;

(v) after the company is given water supply of 68 C.Ft. per second, if they require a further supply and give notice in writing of such requirement not exceeding another 68 C.Ft. per second, the Government shall on or before the expiration of 36 calendar months from the receipt of such notice shall supply the company

SUPPLY OF AN ADDITIONAL QUANTITY OF 68 CUSECS OF WATER TO THE GOKAK MILLS LIMITED.

An Agreement dated 31-7-1894 made by the Secretary of State for India, in favour of the Gokak Mills Ltd., as modified by supplementary agreements dated 20-8-1897, 10-6-1899 and 22-1-1938, provides, among other things, for a period of 99 years from 22-5-1884:-

(i) to the exclusive right of use by the Gokak Mills of the water power at Gokak falls in so far as it is actually required for the works of the company;

(ii) to pay for the right of use of a continuous flow of 17 C.Ft. of water per second, the yearly rent or sum of Rs.3,450;

(iii) to use any extra continuous supply of water above 17 C.Ft. per second and not exceeding 68 C.Ft. per second and pay an additional yearly sum of Rs.213/- for each such extra C.Ft. per second;

(iv) to the right to use any extra continuous supply of water above 68 C.Ft. per second and not exceeding 136 C.Ft. per second which the Government shall upon such requisition of the company supply, and pay the additional yearly sum of Rs.350 for each such extra C.Ft. per second so continuously supplied;

(v) after the company is given water supply of 68 C.Ft. per second, if they require a further supply and give notice in writing of such requirement not exceeding another 68 C.Ft. per second, the Government shall on or before the expiration of 36 calendar months from the receipt of such notice shall supply the company

with the additional quantity;

(vi) if the Government having used reasonable deligence is unable to supply any additional quantity required in excess of the first 68 C.Ft. per second, until the expiration of 48 calendar months from the receipt of such notice shall not be liable or answerable for any loss or damages incurred or sustained by the company in consequence of or incident to such delay;

(vii) if the company at any time require and the Government is in a position to furnish with reasonable facility and without unreasonable expense a supply larger than 136 C.Ft. per second guaranteed, the Government will furnish any reasonable additional supply at rates to be hereafter settled, but the Government shall have the absolute and indisputable power of deciding whether they are or are not in a position to furnish with reasonable facility and without un-reasonable expense any additional supply.

In accordance with the supplementary agreement dated the 28th August 1897, the rates for the supply of water were modified as follows:-

a) 58 C.Ft. per second -- yearly rent or sum of Rs.12,183;

b) 10 C.Ft. per second -- additional yearly rent or sum of Rs.213/- for each extra C.Ft. per Sec.

c) Above 68 C.Ft. per sec. upto 136 C.ft. per second -- additional yearly rent or sum of Rs.350/- per C.Ft. per Sec.

with the additional quantity;

(vi) if the Government having used reasonable diligence is unable to supply any additional quantity required in excess of the first 68 c.ft. per second, until the expiration of 48 calendar months from the receipt of such notice shall not be liable or answerable for any loss or damages incurred or sustained by the company in consequence of or incident to such delay;

(vii) if the company at any time require and the Government is in a position to furnish with reasonable facility and without unreasonable expense a supply larger than 136 c.ft. per second "guaranteed", the Government will furnish any reasonable additional supply at rates to be hereafter settled, but the Government shall have the absolute and indisputable power of deciding whether they are or are not in a position to furnish with reasonable facility and without un-reasonable expense any additional supply.

In accordance with the supplementary agreement dated the 28th August 1897, the rates for the supply of water were modified as follows:-

a) 52 c.ft. per second -- yearly rent or sum of Rs.12,138;

b) 10 c.ft. per second -- additional yearly rent or sum of Rs.2138/- for each extra c.ft. Rate sec.

c) above 68 c.ft. upto 136 c.ft. per second -- additional yearly rent or sum of Rs.350/- per c.ft. Rate Sec.

The company has been drawing 68 cusecs of water from the Ghataprabha river below the Dhupdal weir. They have intimated in November 1960 that the quantity of water drawn by them is insufficient and that they require more water not only to run their existing hydro-electric power installation to the full capacity but also to extend the power installation in view of the proposed expansion of the Mills. The company have therefore requested for the supply of not only the additional 68 cusecs of water to which they are entitled to under the terms of the indenture but also an extra 68 cusecs (in all 136 cusecs over the quantity of 68 cusecs now drawn) as referred to in the indenture, in view of the Hidkal Dam works under execution and the ample supply expected therefrom.

In this connection, the first question that required examination was whether Independent India is bound to honour the agreements entered into by the British Government and if so:-

a) whether Government is bound to give an additional 68 cusecs to the company;
b) whether the agreement can be repudiated in toto and a new agreement insisted upon;
c) whether the rates can be enhanced.

After an examination of the above aspects, with reference to the relevant agreements, the Law Department has opined as follows:-

(i) The agreement in question cannot be repudiated, however inconvenient it may be, and the Government is bound to comply with the terms of the agreement;

(ii) The rates cannot be enhanced unilaterally against the terms of the contract;

The company has been drawing 68 cusecs of water from the Ghataprabha river below the Dhupdal weir. They have intimated in November 1960 that the quantity of water drawn by them is insufficient and that they require more water not only to run their existing hydro-electric power installation to the full capacity but also to extend the power installation in view of the proposed expansion of the mills. The company have therefore requested for the supply of not only the additional 68 cusecs of water to which they are entitled to under the terms of the indenture but also an extra 68 cusecs (in all 136 cusecs over the quantity of 68 cusecs now drawn) as referred to in the indenture, in view of the Hidkal Dam works under execution and the ample supply expected therefrom.

In this connection, the first question that required examination was whether Independent India is bound to honour the agreements entered into by the British Government and if so:-

a) whether government is bound to give an additional 68 cusecs to the company;

b) whether the agreement can be repudiated in toto and a new agreement insisted upon;

c) whether the rates can be enhanced.

After an examination of the above aspects, with reference to the relevant agreements, the Law Department has opined as follows:-

(i) The agreement in question cannot be repudiated, however inconvenient it may be, and the Government is bound to comply with the terms of the agreement;

(ii) The rates cannot be enhanced unilaterally against the terms of the contract;

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(iii) However, by explaining the change in circumstances, a reasonable settlement may be mutually arrived at, upon the rates to be paid for such a supply.

The next point that needs examination is the availability of water for meeting the needs of the mills. In the normal circumstances there may not have been any difficulty in conceding the request of the company as water is available in the Ghataprabha river for this purpose. But we have now taken up the huge Ghataprabha Project with a Dam at Hidkal. Once the Hidkal Dam is completed there will be practically no water in the Ghataprabha river during the dry months. All the water will be stored in the Hidkal reservoir and diverted into the canals for irrigating the ayacut under the project. Therefore, to give the additional committed supply of 68 cusecs, water will have to be let down from the Hidkal Reservoir which naturally results in a proportionate reduction in the ayakat of the Ghataprabha Project. The approximate loss of irrigation is expected to be about 6,800 acres (of mixed crops).

In this connection the following points deserve to be taken into consideration:-

1) We are at present suffering from a very acute power shortage and if the company were to ask the Electricity Board to supply the required amount of power, we are not in a position to do so. Even if the first stage of the Sharavathy Project is commissioned, practically the entire power which will be generated by the first two units has been fully committed and there will be no power to give to the Gokak Mills. Therefore when the Mills have come up with a proposal for generating their own power it would be necessary

to think carefully before rejecting the suggestion;

(2) The water which is consumed for power generation by the Mills is once again discharged into the Ghataprabha river and therefore Government do not lose this water. The water could be picked up at the junction of the Ghataprabha and Krishna rivers where we are going to construct the Alamatti Dam (Upper Krishna - Project);

(3) We have to consider not merely the requirements of irrigation but also the requirements of industry, if a composite agro-industrial policy is to be followed by this Government.

(4) In the case of Kabini Project we have taken a decision to give water to the National Rayon Corporation eventhough it will mean a reduction of the ayacut under the Kabini Project.

The next point to be considered is the rate for the supply. The rate of Rs.350/- per annum per cusec provided for in the Agreement works out to Rs.23,800/- per annum for 68 cusecs. 68 cusecs supplied for 365 days means 2.14 T.M.C.Ft. At least 2/3 of this would have to come from stored supplied. Therefore atleast 2/3 x 2.14 = 1.42 T.M.C.Ft. of net storage would have to be provided at the Hidkal Dam. Gross storage including allowance for evaporation losses would be about ten per cent more i.e. 1.56 T.M.C.Ft. The live storage capacity of Hidkal Dam is about 50 T.M.C.Ft. and the final cost of the Dam would be of the order of about 15 crores of rupees. This means the cost of storage per T.M.C.Ft. would be Rs.30 lakhs. Therefore the cost of 1.56 T.M.C.Ft. storage required for supplying the additional waters to the Gokak Mills would be equal to 1.56 x 30 = Rs.47 lakhs. The annual liability

to Government even at 5 per cent (4 1/2 per cent interest on capital and 1/2 per cent maintenance) comes to Rs.2.35 lakhs. As against this, as per the rate of Rs.350/- per cusec the Government would realise only Rs.23,800 which would result in a loss to Government of over Rs.2 lakhs per annum. It is therefore not in the interest of Government to entertain the demand on the basis of the rates fixed in the Agreement of 1894.

In this context it is relevant to mention that for the supply of water to the several industrial concerns in the State, as indicated in the list appended, different rates are being charged. The Accountant-General has pointed out that the rates charged have no relation to the cost of storage and the increase in the cost of maintenance of reservoir and channels due to which Government is incurring considerable loss. The Accountant-General has therefore suggested a revision of rates for the supply of water to industrial and commercial concerns. In fact, in connection with a proposal to charge a rate of Rs.8/- per 10,000 C.Ft. to the same Gokak Mills for water used for purposes other than for generation of power and drinking, the Accountant-General has raised objections that the rate is low and that it should be enhanced. However, as already agreed to between the Mills and the Government, a draft Agreement has been finalised and it is being sent to the Divisional Commissioner, Belgaum for getting it executed. ~~This rate of Rs.8 per 10,000 C.Ft. would be equivalent to rate of Rs.25,200 per~~

Therefore the additional supply of water to the company would have to be at the rates which would be equivalent to the amount which Government would collect for water given for irrigation purposes. The representatives of the company indicated, during preliminary discussions, of their willingness to negotiate on this basis. According to the above principle the following calculation gives an idea of the rate leviable.

1 cusec = 31.5 M.C.Ft. per year.

1/2 M.C.Ft. will irrigate 1 acre of Sugarcane crop (Sugarcane is taken into account as water is allowed to the Mills throughout the year, as in the case of Sugarcane crops).

Therefore 1 cusec irrigates 63 acres of sugarcane.

The water rate for sugarcane crops in Belgaum district is Rs.120/- per acre.

Therefore 120 x 63 = Rs.7,560/- would be the rate per cusec per annum for the additional supply.

Even with this rate the supply of water will be at a very concessional rate as in the case of crops, all the water is not drawn from the reservoir itself, as rain water is also utilised for the crops whenever available. Hence water rates for irrigation are subsidised rates when compared with the rates based on storage and distribution.

In conclusion, the points for decision are as follows:-

(i) whether the present supply of 68 cusecs should be continued. If so whether it should be at the rate as hitherto as per the indenture.

(ii) whether the supply of a total additional quantity of 136 cusecs (as asked for by the company) has to be agreed to or whether only the supply of additional 68 cusecs to which Government is committed as per the Agreement has to be agreed to.

(iii) whether the rate for the additional 68 cusecs may be fixed on the basis of rates equivalent to the amount which Government would get for water given for irrigation under the Ghataprabha Project.

(iv) If item (iii) above is to be the basis for the rate, then, whether a rate of Rs.7,560/- per cusec per annum may be levied in respect of the additional 68 cusecs to be supplied.

SECRETARY TO GOVERNMENT,
PUBLIC WORKS & ELEC. DEPTT.

BRP/8)
19-6-62)

(iv) If item (iii) above is to be the basis for the rate, then, whether a rate of Rs.7,560/- per crore per annum may be levied in respect of the additional 88 crores to be supplied.

SECRETARY TO GOVERNMENT,
PUBLIC WORKS & LIBO. DEPTT.

13-8-82)
BRV/8

Name of Industrial concern	Rate charged for water supply	Remarks
1. Salar Jung Sugar Factory, Munirabad	Rs.3,750/- per M.C.Ft.	For water drawn for purposes other than cooling.
2. Kampli Sugar Factory, Bellary	Rs.2,000/- per M.C.Ft.	Water supply drawn from Sanapuram distributory of Tungabhadra Project Low Level Canal.
3. Chamundi Chemical and Fertilisers, Munirabad.	Rs.2,000/- per M.C.Ft.	Water drawn from the Tungabhadra Left Bank canal.
4. Sandur Electro Metallurgical Works.	Rs.2,000/- per M.C.Ft.	Water drawn from the Tungabhadra Project Reservoir.
5. Gokak Mills	Rs.8/- per 10,000 C.Ft. (or Rs.800/- per M.C.Ft.)	Water drawn for purposes other than for generation of power & drinking.
6. Southern Railway at Gokak.	Rs.9/- per 10,000 C.Ft. (or, Rs.900/- per M.C.Ft.)	
7. Strawboard Factory at Munirabad	Rs.900/- per M.C.Ft.	Water drawn from the Tungabhadra river.
8. Mysore Sugar Company Ltd., Mandya	~~Rs.5,000/- per M.C.Ft.~~ Rs.500/- per M.C.Ft.	Water drawn from the Visvesvaraya Canal.
9. Pandavapura Sakkare Karkhane Ltd.	Rs.500/- per M.C.Ft.	Water drawn from Dasarguppe Branch of 13th distributory of V.C. Canal.
10. Mandya National Paper Mills, Belagola	Rs.500/- per M.C.Ft.	Water drawn from the Right Bank Low Level Canal of the K.R.Sagar Reservoir. The charges are subject to a minimum of Rs.78,840/- per annum.
11. Mysore Chemicals & Fertilisers, Belagola	Rs.500 per M.C.Ft.	--

MYSORE GOVT. SECRETARIAT
No.
TELEGRAMS: YESTERMORN
TELEPHONE: 6502
PUBLIC WORKS (MAJOR IRRIGATION)

OFFICE OF THE
7050
BANGALORE.

FORBES BUILDING,
HOME STREET,
BOMBAY.

23rd July, 1962.

SECRETARIAT
No M. 646
PUBLIC WORKS
27 JUL 1962
MYSORE GOVT.
PUBLIC

Personal

The Hon'ble Shri S. Nijalingappa,
Chief Minister,
Government of Mysore,
Vidhana Soudha,
Bangalore 1.

Dear Shri Nijalingappa,

This is a short letter to thank you very much indeed for granting to me and my colleagues interviews on Friday, the 20th of July, to discuss various outstanding matters to do with The Gokak Mills Ltd., and for all your help and kindness.

We are writing officially, confirming the discussions that took place.

By this opportunity, I would also like to thank you, your Minister for Industries and the officers we interviewed, very much for all the attention, help and courtesy which we received, without exception.

With good wishes,

I am,

Yours sincerely,

F.H. Kemple

Chairman - The Gokak Mills Ltd.
Chairman, Managing Agents - Forbes Forbes Campbell & Co. Ltd.

The Gokak Mills Limited.

MILLS AT GOKAK FALLS.

FORBES FORBES CAMPBELL & CO., LTD.
Managing Agents.

Regd. Office [redacted]
FORBES BUILDING, HOME STREET,
P. O. Box No. 79,

Telegrams:- "Yestermorn."
Telephone No. 268081 (10 Lines)

Bombay, 1, 25th July, 1962.

P.J. Fernandes Esq., I.A.S.
Secretary to the Government of Mysore,
Public Works & Electricity Dept.,
Vidhana Soudha,
Bangalore.

No. 393 W/S
2 July 1962

GOVERNMENT OF MYSORE SECRETARIAT No. 6496 PUBLIC WORKS (MAJOR IRRIGATION)

PUBLIC WORKS & ELEC. DEPTT.

Dear Sir,

Additional supply of water to our Mills at Gokak Falls, Belguam District.

We refer to our discussions at the Vidhana Soudha on 20th July 1962 with the Chief Minister, your goodself and officials of the P.W. Department. We record below the decisions arrived at:

1. Government will continue to supply to the Company 68 cusecs continuous of water at the rate specified in the current Lease until the expiry of the Lease i.e. until 28th May 1983.

2. After completion of the Hidkal Dam (the dam is expected to be completed by 1966), or earlier if possible, Government will supply to the Company an additional 136 cusecs continuous at the rate of Rs.2,500 per cusec per annum subject to the following provisos:

(a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the Lease.

(b) The balance 68 cusecs continuous will be

supplied for ten years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

3. In the event of Government being unable to supply additional water in terms of this Agreement due to causes beyond Government's control, Government will allow rebate in the water rates in proportion to the shortfall.

4. Government will permit the Company to raise the height of the Company's pick-up weir by 1 foot.

5. By agreement between Government and the Company, the continuous supply of water specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply remaining unchanged.

6. This Agreement is subject to confirmation by the Government of Mysore on the one hand and the Board of Directors of the Company on the other.

We shall be glad if you will please confirm that these decisions have been correctly recorded.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LTD.
For: FORBES FORBES CAMPBELL & CO.LTD.

F.H. Kemple
CHAIRMAN
BOARD OF DIRECTORS.
DJM.

- Record of discussions held on 20-7-62.

letter

ORDERS THEREON.

3.

Supply of Additional quantity of 68 Cusecs of Water to the Gokak Mills Limite

As recorded in the Secretariat File.	As indicated in the Company' dated 25-7-1962.
1.	2.

The question of supply of additional quantity of water to Gokak Mills was discussed in the Chambers of the Chief Minister on 20-7-1962 with the firm's representatives. During the discussions, the Secretary, P.W. & E., - Officer on Special Duty, (PWD)., Dy., Secy., ~~PxWxDx(I)xxxxxxxxxxxxxxxxx~~ Finance Dept., - (Sri N.S. Bharath) and Dy., Secretary, PWD (I)., were present.

The firm's representatives stated that they need an additional 136 cusecs of water, in addition to the present 68 cusecs that they are drawing, to keep the machinery they have into operation, for purposes of generation of Power. As per the Agreement, they have to pay a rate of Rs. 350/- per cusec per year for the additional 68 cusec. But, however, they - offered a rate of five times the above rate i.e., a rate of Rs. 1,750 per cusec per annum for the extra quantity of water. They stated that they will have to be assured of continuous supply of water and that in case Government is unable to give the continuous supply, there ould be proportionate reduction in the unt to be paid by them.

ing the discussions, it was brought out that this additional supply of 68 cusecs can be made available to them by about the end of 1965, when the construction of Hidkal Dam would progress sufficiently so as to allow this quantity of water below the Dam. When the firm's representative pressed for the other additional 68 cusecs, retary, P.W. & E., stated that the Govern- uld consider their request favourably and s quantity for a period of about 10 years till such time the irrigation under the adha Project would develop fully and thereafter this additional quantity of 68 cusecs would have to be withdrawn.

Hence, the two points to be decided in this case are -

We refer to our discussi

at the Vidhana Soudha on 20th

1962 with the Chief Minister,

goodself and officials of the

Department. We record below t

decisions arrived at:

1.	2.	3.

1) the additional quantity of water that would be made available to the firm;

2) the rate at which the water could be supplied.

s regards the first point, we can supply an additional 36 casecs for a period of about 10 years and thereafter only 68 cusecs could be supplied.

s regards the second point i.e., about the rate f supply, the Law Department have clearly stated hat we do not have a strong case and if the irm insists upon the Agreement being adhered to, might be that we have to supply water at the eed rate of 350 per cusec per annum. It was on score, it was felt desirable to negotiate th the firm's representatives and arrive at a table rate. The actual rate based on age has been worked out and it comes to about ,450 per cusec per annum viz., about 10 times

(1) Government will continue to supply to the Company 68 cusecs continuous of water at the rate specified in the current Lease until the expiry of the Lease i.e., until 28th May 1983.

(2) After completion of the Hidkal Dam (the dam is expected to be completed by 1966), or earlier if possible, Government will supply to the Company an additional 136 cusecs continuous at the rate of Rs. 2,500/- per cusec per annum subject to the following provisos:

(a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the Lease.

r some discussions, the Chief Minister stated
a rate of Rs. 2,500 per cusec per annum would
easonable considering both the interest of
ernment and the firm. So it was agreed that this
e might be adopted for the supply of additional
usecs of water. This is, of course, subject
he conditions stated by the firm viz., that
nuous supply has to be assured and in case
ortage of supply, the proportionate reduction
be made in the amount to be paid by the
A supplemental agreement will have to be
ted in consultation with the Law Department.

(b) The balance of cusecs contemplated will be supplied for ten years from time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

(3) In the event of Government being unable to supply additional water in terms of this Agreement due to causes beyond Government's control, Government will allow rebate in the water rates in proportion to the shortfall.

(4) Government will permit the Company to raise the height of the Company's pick-up weir by 1 foot.

(5) By agreement between Government and the Company, the continuous supply of water specified in this [illegible] supply of appropriate cusecs, the total volume of supply remaining unchanged.

(6) This Agreement is subject to confirmation by the Government of Mysore on the one hand and the Board of Directors of the Company on the other.

We shall be glad if you will please confirm that these decisions have been correctly recorded.

From

THE GOKAK MILLS LIMITED.
(MILLS AT GOKAK FALLS)
MANAGING AGENTS :
FORBES FORBES CAMPBELL & CO. LTD.
Telegrams : "Yestermorn"
Telephone : 268081 (10 lines)
Post Box No. 79
Regd. Office :—
FORBES BUILDING,
HOME STREET, FORT,
BOMBAY No. 1

BOMBAY No. 1 31st July, 19 62

To

P.J. Fernandes Esq., I.A.S.
Secretary to the Government of Mysore,
Public Works & Electricity Dept.,
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.1.

No.

MYSORE GOVT. SECRETARIAT
No. 6749
7 AUG 1962
PUBLIC WORKS (MINOR IRRIGATION)
SECRETARY TO GOVERNMENT
No. DD 410 64
2 AUG 1962
PUBLIC WORKS & ELEC. DEPT.

Sir,

Additional supply of water to our Mills at Gokak Falls, Belgaum District.

In continuation to our letter dated 25th July, we are pleased to advise that the Board of Directors of our Company have approved the decisions arrived at on 20th July, 1962 at Bangalore, which decisions have been recorded in our aforementioned letter.

We shall be glad also, to receive the State Government's confirmation.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LTD.
For: FORBES FORBES CAMPBELL & CO.LTD.

6749/M9/62

File on the Solicitor (PMO 50 MGP 62) has been submitted to the D.S. on 4-8-62

This has got to be placed in the main file.

10/8/62

4/8

17/8

The Gokak Mills Limited.

88

MILLS AT GOKAK FALLS.

FORBES FORBES CAMPBELL & CO., LTD.
Managing Agents.

Telegrams:- "Yestermorn."
Telephone No. 268081 (10 Lines)

Regd. Office [redacted]
FORBES BUILDING, HOME STREET,
P. O. Box No. 79,

Bombay, 1, 28th August, 1962.

No.

P.J. Fernandes Esq., I.A.S.
Secretary to the Government of Mysore,
Public Works & Electricity Dept.,
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.1.

Dear Sir,

Additional supply of water to our Mills at Gokak Falls, Belgaum District.

We refer to our letter dated 25th July recording the decisions arrived at during discussions between the Chief Minister, your goodself, other officials of the State Government and our representatives. By our letter dated 31st July, we confirmed that the Board of Directors of our Company had approved of the decisions.

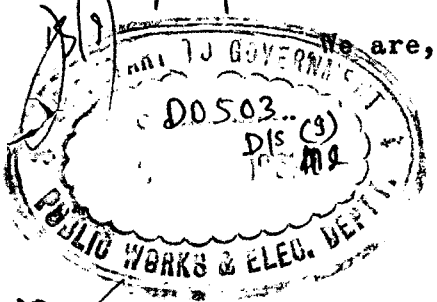
pl. see that this goes at once 1/11/30

We have as yet not received the State Government's confirmation of these decisions and we shall be grateful therefore, if you will kindly let us have this confirmation at your earliest convenience.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LTD.
For: FORBES FORBES CAMPBELL & CO.LIMITED.

D-mad



Tech XXX

30/8

To

The Chairman,
Board of Directors,
The Gokak Mills Ltd,
Forbes Building,
Home Street,
BOMBAY-1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Ltd.

Ref:- Your letter Dated 25-7-62 addressed to the Secretary to Government, P.W & E. and 31-7-62

I am directed to confirm that the decisions arrived at at the meeting held in the Chambers of the Chief Minister of Mysore on 20-7-62, as recorded in your letter cited are correct. The following amendment may however be made in para 5.

The last clause in para 5 may be amended as " the total volume of supply per diem remaining unchanged".

The decisions as agreed to are reproduced below.

1. Mysore Government will continue to supply to the Company 68 cusecs continuous of water at the rate specified in the current lease until the expiry of the Lease i.e. until 28th May 1983.
2. After completion of the Hidkal Dam (the dam is expected to be completed by 1966) or earlier if possible, the Mysore Government will supply to the Company an additional 136 cusecs continuous at the rate of Rs.2,500 per cusec per annum subject to the following provisos:

    a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the Lease;

    b) the balance 68 cusecs continuous will be supplied for ten years from the time of

completion of the Hidkal Dam or earlier. After the expiry of the ten ~~xxxxx~~ year period, provided that the Mysore Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

3. In the event of the Mysore Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Mysore Government will allow rebate in the water rates in proportion to the shortfall.

4. ~~xx~~ The Mysore Government will permit the Company to raise the height of the Company's pick-up weir by 1 foot.

5. By agreement between the Mysore Government and the Company, the continuous supply of water specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply per diem remaining unchanged.

~~6~~. It may please be noted that the above decisions are in supercession of the relevant provisions of the Old Agreement.

Yours faithfully,

31. 8a

DY.SECRETARY TO GOVERNMENT,
PWD.

Copy to the C.E.(IP)
the Divisional Commissioner, Belgaum Dn.,
the A.G.

No. PD 80 MBL 60

Bhadrapada 21 - 9 - 1962

The
Public Works & Electricity Department.

The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Building, Home Street
BOMBAY - 1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Limited.

Ref:- Your letters dated 25.7.62 & 31.7.62 addressed to the Secretary to Government, Public Works & Electricity.

-.-

I am directed to confirm that the decisions arrived at at the meeting held in the Chambers of the Chief Minister of Mysore on 20th July 1962, as recorded in your letter cited are correct. The following amendment may however be made in para 5.

The last clause in para 5 may be amended as "the total volume of supply per diem remaining unchanged."

The decisions as agreed to are reproduced below:

1. Mysore Government will continue to supply to the Company 68 cusecs continuous of water at the rate specified in the current lease until the expiry of the Lease i.e., until 25th May 1963.

2. After completion of the Hidkal Dam (the dam is expected to be completed by 1966) or earlier if possible, the Mysore Government will supply to the Company an additional 136 cusecs continuous at the rate of Rs.2,500 per cusec per annum subject to the following provisos:

a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the Lease;

b) the balance 68 cusecs continuous will be supplied for ten years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that the Mysore Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

3. In the event of the Mysore Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Mysore Government will allow rebate in the water rates in proportion to the shortfall.

4. The Mysore Government will permit the Company to raise the height of the Company's pick-up weir by 1 foot.

5. By agreement between the Mysore Government and the Company, the continuous supply of water specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply per diem remaining unchanged.

It may please be noted that the above decisions are in supercession of the relevant provisions of the Old Agreement.

Yours faithfully,

Sd/-
(K.B. MURARAPPA)
Deputy Secretary to Government,
Public Works Department (Irrigation)

Issued
Encls. Nil
Date 3.9.62

Copy to:-

1. The Chief Engineer (Irrigation Projects), Munirabad.
2. The Divisional Commissioner, Belgaum Division, Belgaum.
3. The Accountant General, Mysore, Bangalore.

(K.B. MURARAPPA)
Deputy Secretary to Government,
Public Works Department (Irrigation)

PWI/5

93

The Gokak Mills Limited.

(MILLS AT GOKAK FALLS)

FORBES FORBES CAMPBELL & CO., LTD.
Managing Agents.
——:o:——
Telegrams: "Yestermorn."
Telephone No. 268081 (10 Lines)

Regd- Office:
FORBES BUILDING, HOME STREET,
P. O. Box No. 79.

Bombay, 1, 15th September, 1962

P.J. Fernandes Esq., I.A.S.
Secretary to the Government of Mysore,
Public Works & Electricity Department,
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.1.

No.

MYSORE GOVT. SECRETARIAT
No. 7929
17 SEP 1962
PUBLIC WORKS (MAJOR IRRIGATION)

SECRETARY TO GOVT.
No 7 1384
17 SEP 1962
PUBLIC WORKS & E-D-Dept.

Dear Sir,

Additional water for our Mills at Gokak Falls, Belgaum District.

We thank you for your letter no.PWD 50 MGP 60 dated 4-9-1962 and are grateful to you for confirming the decisions of the meeting held in the chambers of the Chief Minister on 20th July 1962.

You have suggested an amendment to clause 5 and whereas we are agreeable to a limit on the total volume of supply over a specific period, we should be grateful if you would please make this period a week instead of a day, as proposed. We are making this request as our Mills observe a weekly holiday and on this holiday, our requirements of water are small. If water is released to us on a mill holiday, it would be wasted as the storage capacity of the pick-up weir is inadequate to store this water even after the height of the pick up weir is raised by 1 foot (as agreed under clause 4).

In the circumstances, we should be grateful if the proposed amendment is worded as follows:

"... the total volume of supply per week remaining unchanged."

17/9/62 17/9/62

In fact, under the present agreement, we are allowed to and are actually drawing water over a period of one week and we reproduce below an extract from the present agreement:

> "..... the total quantity required in any one week shall not in the aggregate exceed the equivalent quantity for which the Lessees may for the time being be paying for or entitled to under the lease....."

You will thus observe that we are not requesting anything new but what has already been agreed to before.

We shall be glad to receive your approval to the change proposed by us.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LIMITED.
For:FORBES FORBES CAMPBELL & CO.LTD.

Main file bearing no. RoD 50 MGP 60
has been referred to the Law Dept on
14-9-62. Law Deptt may be requested
kindly to return the file urgently.

1979

20/9/62

Appendix F. G.—1]

SUBJECT Supply of additional quantity of water to the Gokak Mills Ltd.

Diary No. of letter replied to .....

Section

File No.

Mysore Government Secretariat.

Serial No. PWD 50 MGP 62

( )

the 195 .

No.

To The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Parkes Building,
Home Street,
Bombay-1

Date of issue.....

Signed by..... for,

Rg:- 1) This office letter no. PWD 50 MGP 60 dated 4-9-62

2) Your letter dated 15-9-62 addressed to the Secy to Govt. PWD

I am directed to state that Govt are agreeable to the modifications suggested by you to the last clause in para 5 being amended as para 5. The last clause

List of enclosures .....

Copied by.....

Examined by .....

WD 04696—GPB—PZS—8.00,000—22-3-60

~~in para 5 may be amended as~~

"the total volume of supply per week remaining unchanged

Yours faithfully

25/9/62

Dy Secy to Govt

Dy

25/9/62

Appendix F. G.—1]

SUBJECT Supply of additional quantity of water to the Gokak Mills Ltd.

Diary No. of letter replied to .....

Section

File No.

Serial No.

Mysore Government Secretariat.

( )

the 195 .

No.

To The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Building
Ofrine Street,
Bombay-1

Date of issue.....

Sir,

Signed by.....

Ref:- 1) This office letter no. Prd 50 HGP 60 dated 4.9.62

P 91 CF

P 93 CF

2) Your letter dated 15.9.62 addressed to the Secretary to Govt. Prd

In continuation of this office letter of even no. dated 4.9.62 I am directed to state that Govt agree to the modification suggested by you to the last clause in para 5 being amended as "the total volume of

List of enclosures .....

Copied by.....

Examined by .....

WD 6106 GPB PZS 8,00,000 - 22-8-60

Supply per week remaining unchanged."

The following may also please be noted in this connection.

1) There ~~would~~ shall not be any additional expenditure ~~involved~~ to Govt. in connection with the intermittent supply of ~~supplying additional quantity of~~ water to the Gokak Mills.

~~In case any additional expenditure is involved in the distribution of water in the factory premises, it is upto the factory to bear the expenses of such distribution.~~

2) Any Supply which falls short of the additional Supply of 68 cusecs may be defined as deficient or short Supply.

3) It is the Govt of Mysore that decides whether or not the water is required for irrigation and their decision is final and binding on the ~~part of the~~ Company.

M/s

12/9/62

Dy. Secy to Govt

M/s 6/10/62

Copy to Mr. [illegible]

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 13th Novr. 1962,

Kartika ,Saka Era 1884.

FROM

The *Secretary to the Government of Mysore,*
Public Works Department,
Bangalore.

To

The Chairman,
Board of Directors,
The Gokak Mills Ltd., Forbes Building,
Home Street, Bombay-1.

Sir,

Subject: Supply of additionnl quantity of Water to the Gokak Mills Ltd.,

---

Reference: 1. This Office letter No. PWD 50 MGP 60 dt. 4-9-1962.

2. Your letter dated 15-9-62 addressed to the Secretary to Government, PWD.,

---

In continuation of this Office letter of even No. dated 4-9-1962 I am directed to state that Government agree to the modification suggested by you to the last clause in para 5 being amended as "the total volume of supply per week remaining unchanged"

The following may also please be noted in this connection.

1. There shall not be any additionnl expenditure to Government in connection with the intermittant supply of water to the Gokak Mills;

2. Any supply which falls short of the additional supply of 68 cusecs may be defined as deficient or short supply;

3. It is the Government of Mysore that decides whether or not the water is required for irrigation and that decision shall be final and binding on the Company.

Yours faithfully,

Sd/-

(K. B. Murarappa)
DEPUTY SECRETARY TO GOVERNMENT, PWD.,
(Irrigation).

13.11.62

Gva.

p.t.o.

Copy to the Chief Engineer (Irrigation Projects),
Munirabad;
the Divisional Commissioner, Beglaum;
the Accountant General, Mysore, Bangalore.

9.11.62

(K. B. Murarappa)
Deputy Secretary to Government,
Public Works Dept., (Irrigation).

10)

The Gokak Mills Limited.

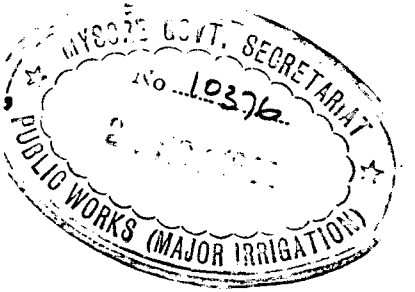
(MILLS AT GOKAK FALLS)

FORBES FORBES CAMPBELL & CO., LTD.
Managing Agents.
——:o:——
Telegrams: "Yestermorn."
Telephone No. 268081 (10 Lines)

Regd. Office:
FORBES BUILDING, HOME STREET,
P. O. Box No. 79.

Bombay, 1, 22nd November 196 2

No.



K. B. Murarappa, Esq.,
Deputy Secretary to Government, PWD.,
(Irrigation),
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.

Dear Sir,

Supply of Additional quantity of Water to our Mills at Gokak Falls.

We thank you for your letter Ref.No.PWD 50 MGP 60 dated 13th November, 1962.

With reference to the three points made in your letter, we should like to comment as under:

(1) We feel certain that there will be no additional expenditure to Government as a result of intermittent supply of water to our Mills. In fact, as stated in our letter dated 15th September, the supply effected at present is, also, intermittent.

(2) and (3) The question of whether water is required for irrigation purposes applies only to the last 68 cusecs continuous and that too, after the expiry of a 10 year period of supply (item 2(b) of your letter Ref.No.PWD 50 MGP 60 dated 4th September,1962). In respect of these 68 cusecs and after the expiry of the 10 year period of supply, we agree that it is the Government of Mysore that will decide whether the supply is to be continued to our Mills or whether

the water is required for irrigation. We agree, further, that this decision of the Government will be binding on the Company.

It is our understanding that what is written in the preceding paragraph will not in any way affect supply of 68 cusecs (existing) plus 68 cusecs (additional) as covered under items 1 and 2(a) of your letter dated 4th September.

We shall be glad if you will kindly confirm that our understanding is correct.

Yours faithfully,
For: THE GOKAK MILLS LIMITED.
For: FORBES FORBES CAMPBELL & CO. LTD.

D Jhaveri.

[M. G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(*Continuation sheet draft form*).

Rd 50 KGP 60

-X. Page S 101 - 102 Cf.

Supply of additional Quantity of water to ~~the~~ Gokak Mills Ltd.

To,

The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Building,
Horne Street, Bombay.

Sir,

~~Ref:- Your letter dated 22.11.62 addressed to the Dy. Secy to Govt, on the subject~~

I am directed to Confirm ~~the~~ the points mentioned in your letter ~~cited above on the subject~~ ~~are correct~~, dated 22.11.62 regarding the above subject.

4/12

Dy. Secy to Govt

15/12/62

WD 04698—GPB—PZS—1,00,000—25-8-59

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,.....25th..... Dec. *196* 2.

FROM

Secretary to the Government of Mysore,
Public Works & Electrical Department.

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbes Building, Home Street,
B o m b a y -1.

Sir,

Sub: Supply of additional quantity of water to the Gokak Mills Limited.

I am directed to confirm the points mentioned in your letter dated 22/11/62 regarding the above subject.

Yours faithfully,

(K. B. Murarappa)
Deputy Secretary to Government,
Public Works Department (Irrn).

ms/19.12.62.

From

THE GOKAK MILLS LIMITED.

(MILLS AT GOKAK FALLS)

MANAGING AGENTS :

FORBES FORBES CAMPBELL & CO. LTD.

Telegrams : "Yestermorn" Regd. Office :—

Telephone : 268081 (10 lines) FORBES BUILDING,

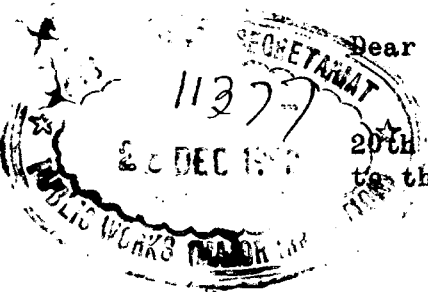
Post Box No. 79 HOME STREET, FORT,

BOMBAY No. 1 24th December, 1962

To

K.B. Murarappa, Esq.,
Deputy Secretary to Government,
Public Works Department (Irrn),
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.1.

No.



Dear Sir,

We thank you for your letter No.PWD 50 MGP 60 dated 20th December and were glad to receive your confirmation to the points mentioned in our letter dated 22nd November.

We are, dear Sir,

Yours faithfully,
For: THE GOKAK MILLS LTD.
For: FORBES FORBES CAMPBELL & CO.LTD.

M. G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(*Continuation sheet draft form*).

By Registered Post.

RD 50 MGP 60 dt. 18-1-63

Supply of additional quantity of 6% cotton yarn to the Gokak Mills Ltd

To,

The Divisional Commissioner,
Belgaum Dn
Belgaum

Sir,

Ref: 1) Your letter No. RB/Rev. SR 74 dt 10-10-61
2) Govt letter No. PWD 50 MGP 60 dated 29-12-61.

I am directed to forward herewith ~~records~~ in original pertaining to the Agreements between the Gokak woollen and Power Manufacturing Co. Ltd and the Secretary of State for India ~~together with a booklet containing typed copies of all the agreements received from the firm (pp) and copies of this office letters of even no dated 14-9-62, and 13-11-62 and 20-12-62 on the subject along with a copy~~ of letters dated 9-11-60 and 22-11-62 received from the firm ~~and to State~~ with on the basis of the replies sent to the firm, an agreement has to be entered into with the firm ~~I am to request you therefore~~

(The records (consisting of one bound volume and one booklet))

Pl. draw copies of letters ~~1 to 4~~ at Pages 91, 92, 99, 101, ~~102~~ and 104 as enclosed

→ together with copies of the under-mentioned correspondence and to request that on the basis of all these, a draft agreement may kindly be arranged to be drawn up for being got executed by the

WD 04698—GPB—PZS—1,00,000—25-8-59

draft of

Kindly to draw up an agreement and forward the same for taking further action.

Urgent action is requested

4/64

Kindly acknowledge receipt of the Original Agreement Bonds and bonds containing copies of agreements.

Dy. Secy to Govt

PM

attn

the Gokak Mills. The draft agreement may please be sent in two copies as early as possible.

3 Copies of all the enclosures to be typed

The receipt of this letter and the records may be acknowledged.

1) Letter dated 9.11.60 from the Gokak Mills → pages 1-4 CF

2) Letter dated 25.7.62 from the Gokak Mills → pages 83-84 CF

3) Letter dated 31.7.62 from the Gokak Mills → P 87 CF

4) ~~Letter~~ Govt. letter No. PW 2 50 MGP 60 dated 4.9.1962 → P 91-92 CF

M.,G. S. App. F. G. 3]

MYSORE GOVERNMENT

SECRETARIAT.

(Continuation sheet draft form).

5) Letter dated 15.9.62 from the Gokak Mills — ↗ P. 93-94 CF

6) Govt. letter No. PWD 50 MGP 60 dated 13.11.62 — ↗ P 99 CF

7) Letter dated 22.11.62 from Gokak Mills — ↗ P 101-10 CF

8) Govt. letter No. PWD 50 MGP 60 & 20.12.62 — ↗ P 104 CF

9) Letter dated 24.12.62 from Gokak Mills — ↗ P 105 CF

Yours faithfully

Dy. Secy. to Govt

PW-2

9/1/63

Encl: Letter dt 16.1.63 from Gokak Mills

WD 04698—GPB—PZS—1,00,000—25-8-59

REGISTERED POST. GOVERNMENT OF MYSORE

No. L. 50 MGP 60. Encls: One bound volume one booklet & copies of letters. (9)

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,
Dated, Bangalore, 18 January 196 3.

FROM

Secretary to the Government of Mysore,
Public Works & Electricity Dept.

To

The Divisional Commissioner,
Belguam Division,
Belgaum.

Sir,

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Limited.

Ref:- (i) Your letter No.RB/REV.SR.74 dated 10-10-1961;
(2) Government letter No.PWD 50 MGP 60 dated 29-12-1961.

I am directed to forward herewith in original the records (consisting of one bound volume and one booklet) pertaining to the agreements between the Gokak Water and Power Manufacturing Co.,Ltd., and Secretary of State for India together with copies of the undermentioned correspondence and to request that on the basis of all these, a draft agreement may kindly be arranged to be drawn up for being got executed by the Gokak Mills. The draft agreement may please be sent in two copies as early as possible.

The receipt of this letter and the records may be acknowledged.

(1) Letter dated 9-11-1960 from the Gokak Mills.
(2) Letter dated 25-7-62 from the Gokak Mills.
(3) Letter dated 31-7-62 from the Gokak Mills.
(4) Government letter No.PWD 50 MGP 60 dated 4-9-1962.
(5) Letter dated 15-9-1962 from the Gokak Mills.
(6) Govt. letter No.PWD 50 MGP 60 dated 13-11-1962.
(7) Letter dated 22-11-1962 from Gokak Mills.
(8) Government letter No.PWD 50 MGP 60 dated 20-12-1962.
(9) Letter dated 24-12-1962 from Gokak Mills.

Yours faithfully,

(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Dept.(Irrigation).

ksk.3.

Copy of the letter dated 9th November, 1960 from the Gokak - Mills Limited addressed to the Secretary to Government, Public Works & Electricity Department, Vidhana Soudha, Bangalore.

Dear Sir,

We refer to discussions the Mills General Manager, Mr. L. Horridge, had with you in Bangalore recently when you were good enough to grant him an interview with regard to the company's applications to Government for the supply of additional water.

Under the terms of our Lease with Government, we draw 68 cusecs for our Hydro-Electric power Plant from the Ghataprabha river. This is released to us from the Dhupdal dam. Due to the silting up of the Dhupdal reservoir, the water that can be stored there during the non-monsoon period decreases yearly, and there is the possibility in the months of April/May of the water supply ceasing altogether.

Under the terms of our Lease, Government have agreed to supply a further 68 cusecs on application. We have registered our application for this but we have refrained hitherto from pressing for this extra water as we are well aware of the present difficult water supply situation from the Dhupdal reservoir.

We now understand that after the completion of the Hidkal Project, the supply of water from the Ghataprabha river will be ample throughout the year.

Government have also agreed to make available further supplies of water over and above the 136 cusecs specified in the Lease, should they be in a position to do so, and as we estimate that our total extra requirements of water will be more than the extra 68 cusecs already applied for, we should be grateful if you would allocate a further 68 cusecs, making a total extra allocation of 136 cusecs.

There are two reasons for our requiring this extra water. One is that we need more water to run our existing hydro-electric power installation to the full. The second is that we are planning an extension to our hydro-electric power installation which will require even more water.

At the moment, the present supply of 68 cusecs does not allow us to run our hydro-electric plant on a 24 hour basis and we have been compelled to supplement the hydro-electric plant with Diesel and Steam turbine generators which greatly increase the cost of power. Even if we did receive enough water to run the hydro-electric plant to its full capacity on a 24 hours basis, the power that could be generated at the Millas to expand and operate on a full three shift basis as it is intended to do. It is therefore most important that the Mills receive the extra water

asked for not only to [illegible]sting hydro-electric power generato[illegible] on a 24 hour basis, but also to enable us [illegible]n any additional hydro-electric generators which we may install. Apart from the increased cost of generation, the Mills' Diesel generating sets consume large quantities of oil, hich as you are aware, is an imported commodity requiring expenditure of foreign exchange. Difficulty is also often experienced in obtaining coal for the steam turbines owing to the distance of the Mills from the collieries. At the present time, the Mills have only 15 days stock of coal and are facing a partial closure owing to lack of coal supplies.

We must repeat that we are most anxious that our application for extra water should be favourably considered since the amount of power that can at present be generated is entirely inadqauate not only with regard to the further expansion of the Mills, which is under contemplation, but also to the existing capacity of the Mills.

At the moment, due to power shortages, we can only run two full shifts and a partial third shift. It is hoped to run three full shifts on an expanded basis, should additional water supplies be made available.

We give below a table showing the shifts worked in the past and at the moment, the number of employees and the monthly wage bill:-

Year.	No. of shifts.	No. of employees	Monthly wage bill.
1953.	One shift.	2,473	Rs.1,87,000
1957	Two shifts	3,633	Rs.2,83,800
1960	Two shifts and a partial third shift.	4,274	Rs.3,40,100

When the Company's proposed further expansion is completed, and if sufficient power is available, then the figures would be:-

Year.	No. of Shifts.	No. of employees.	Monthly Wage-bill.
	Full three shifts after expansion.	[illegible],400	Rs.4,36,300.

You will see that, given the Government's sympathy towards our efforts and the required assistance in the form of extra water, we are quite confident of playing our part in the industrial development of the State and also of creating far greater employment possibilities to the local rural population.

For your information, the Company has spent from 1-1-1955 to 31-12-1959 on the rehabilitation, modernisation and expansion of the Mills a sum of Rs.1,43,11,720.

The Company is now contemplating a further programme for modernisation and expansion which envisages an expenditure of Rs.1,10,00,000 during the period 1960-64.

We should be most grateful if you would give your kind consideration to our application for the extra water. If you require any further information, we should be very pleased to send our representative to Bangalore for discussions.

sd/-
(F.H. Kemple)
DIRECTOR,

ksk.3. /copy/

for Secretary to Government,
Public Works Department.

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112

Copy of the letter dated 25th July 1962 from the Gokak Mills - Limited addressed to the Secretary to Government of Mysore, Public Works & Electricity Department, Bangalore.

Sub:- Additional supply of water to our Mills at Gokak Falls, Belgaum District.

We refer to our discussions at the Vidhana Soudha on 20th July 1962 with the Chief Minister, your goodself and officials of the P.W. Department. We record below the decision arrived at:-

1. Government will continue to supply to the Company 68 cusecs continuous of water at the rate specified in the current Lease until the expiry of the Lease i.e., until 28th May 1983.

2. After completion of the Hidkal Dam(the dam is expected to be completed by 1966), or earlier if possible, Government will supply to the Company an additional 136 cusecs continuous at the rate of Rs.2,500 per cusec per annum subject to the following provision:-

(a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the Lease.

(b) The balance 68 cusecs continuous will be supplied for ten years from the time of completion of the Hidkal Dam or earlier, after the expiry of the ten year period, provided that Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

3. In the event of Government being unable to supply additional water in terms of this Agreement due to causes beyond Government's control, Government will allow rebate in the water rates in proportion to the shortfall.

4. Government will permit the company to raise the height of the Company's pick-up weir by 1 foot.

5. By agreement between Government and the Company, the continuous supply of water specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply remaining unchanged.

6. This agreement is subject to confirmation by the Government of Mysore on the one hand and the Board of Directors of the company on the other.

We shall be glad if you will please confirm that these decisions have been correctly recorded.

We are dear Sir,

Yours faithfully,
sd/-

ksk.3. /copy/ for Secretary to Government, PWD.

Copy of the letter dated 31st July 1962 from the Gokak Mills Limited, addressed to the Secretary to the Government of Mysore, Public Works & Electricity Department, Vidhana Soudha, Bangalore.

Sub:- Additional supply of water to our Mills at Gokak Falls, Belgaum District.

Sir,

In continuation to our letter dated 25th July, we are pleased to advise that the Board of Directors of our Company have approved of the decisions arrived at on 20th July 1962 at Bangalore, which decisions have been recorded in our aforementioned letter.

We shall be gald also, to receive the State Government's confirmation.

We are dear Sir,

Yours faithfully,

sd/-

ksk.3. /copy/

for Secretary to Government,
Public Works Department.

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GOVERNMENT OF MYSORE

No. D 60 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 4.....9.....196 2

FROM

The *Secretary to the Government of Mysore,*
Public Works & Electricity Department.

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbes Building, Home Street,
Bombay - 1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Millst Ltd.,

Ref:- Four letters dated 25-7-62 and 31-7-1962 addressed to the Secretary to Government, Public Works & Electricity Department.

I am directed to confirm that the decisions arrived at at the meeting held in the Chambers of the Chief Minister of Mysore on 4th July 1962, as recorded in your letter cited are correct. The following amendment may however be made in para 5.

The last clause in para 5 may be amended as "the total rate of supply per diem remaining unchanged."

The decisions as agreed to are reproduced below:

1. Mysore Government will continue to supply to the Company 2 cusecs continuous of water at the rate specified in the current lease until the expiry of the Lease i.e., untill 28th May 1983.

2. After completion of the Hidkal Dam (the dam is expected to be completed by 1966) pr earlier if possible, the Mysore Government will sup ly to the Company an additional 136 cusecs continuous at the rate of Rs.2,500 per cusec per annum subject to the following provisos:

(a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be suplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the lease;

(b) the balance 68 cusecs continuous will be supplied for ten years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period provided that the Mysore Government do not require the water for irrigation purposes, Government will continue to make available to the Company these 68 cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

3. In the event of the Mysore Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the

p.t.o.

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115

the Mysore Government will allow rebate in the water rates in proportion to the shortfall.

4. The Mysore Government will permit the company to raise the height of the Company's pick-upweir by 1 foot.

5. By agreement between the Mysore Government and the Company, the continuous supply of water specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply per diem remaining unchenged.

It may please be noted that the above decisions are in supercession of the relevent provisions of the Old agreement.

Yours faithfully,
sd/-
(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Dept.(Irrigation).

ksk.3.

/copy/

for Secretary to Government,
Public Works Department.

Copy of the letter dated 15th September, 1962 from the Gokak - Mills Limited, addressed to secretary to Government, Public - Works & Electricity Department, Government of Mysore, Bangalore.

Sir,

Sub:- Additional water for our Mills at Gokak Falls, Belgaum District.

We thank you for your letter No.PWD 50 MGP 60 dated 4-9-1962 and are grateful to you for confirming the decisions of themeeting held in the chambers of the Chief Minister on the 20th July 1962.

You have suggested an amendment to clause 5 and whereas we are agreeable to a limit on the total volume of supply over a specific period, we should be grateful if you would please make this period a week instead of a day, as proposed. We are making this request as our Mills observe a weekly holiday and on this hilliday, our requirements of water are small. If water is released to use on a mill holiday, it would be wasted as the storage capacity of the pick-up weir is inadequate to store this water even after the height of the pick up weir is raised by 1 foot (as agreed under clause 4).

In the circumstances, we should be grateful if the proposed amendment is worded as follows:-

> "....the total volume of supply per week remaining unchanged."

In fact, under the present agreement, we are allowed to and are actually drawing water over a period of one week and we reproduce below an extract from the present agreement:

> "..... the total quantity required in any one week shall not in the aggregate exceed the equivalent quantity for which the Lessees may for the time being the paying for or entitled to under the lease....."

You will thus observe that we are not requesting anything now but what has already been agreed to before.

We shall be glad to receive your approval to the change proposed by us.

We are dear Sir,

Yours faithfully,

sd/-

ksk.3. /copy/

for Secretary to Government,
Public Works Department.

117 125

GOVERNMENT OF MYSORE

No. D 50 MGP 60;

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 13th. Novr. 1962. 2.

FROM

Secretary to the Government of Mysore,
Public Works & Electricity Dept.

To

The Chairman,
Board of Directors,
The Gokak Mills Ltd., Forbes Building,
Home Street, Bombay-1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Ltd.,

---

Ref:- 1. This Office letter No.PWD 50 MGP 60 dt. 4-9-1962;
2. Your letter dated 15-9-1962 addressed to the Secretary, to Government, Public Works Department.

In continuation of this Office letter of even number dated 4-9-1962 I am directed to state that Government agree to the modification suggested by you to the last clause in para 5 being amended as "the total volume of supply per week remaining unchanged".

The following may also please be noted in this connection.

1. There shall not be any additional expenditure to Government in connection with the intermittant supply of water to the Gokak Mills;

2. Any supply which falls short of the additional supply of 68 cusecs may be defined as deficient or short supply;

3. It is the Government of Mysore that decides whether or not the water is required for irrigation and that decision shall be final and binding on the Company.

Yours faithfully,
sd/-
(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Dept.(Irrigation).

kak.3.

/copy/

for Secretary to Government,
Public Works Department.

~~128~~
112

Copy of the letter dated 22nd November, 1962 from the Gokak-Mills Limited, addressed to the Deputy Secretary to Government, Public Works Department (Irrigation), Mysore Government Secretariat, Vidhana Soudha, Bangalore.

Dear Sir,

Sub:- Supply of additional quantity of Water to our Mills at Gokak Falls.

We thank you for your letter Ref. No. PWD 50 MGP 60 dated 13th November, 1962.

With reference to the three points made in your letter, we should like to comment as under:

(1) We feel certain that there will be no additional expenditure to Government as a result of intermittent supply of water to our Mills. In fact, as stated in our letter dated 15th September, the supply effected at present is, also, intermittent.

(2) and (3) The question of whether water is required for irrigation purposes applies only to the last 68 cusecs continuous and that too, after the expiry of a 10 year period of supply (item 2(b) of your letter Ref.No.PWD 50 MGP 60 dated 4th September,1962). In respect of these 68 cusecs and after the expiry of the 10 year period of supply, we agree that it is the Government of Mysore that will decide whether the supply is to be continued to our Mills or whether the water is required for irrigation. We agree, further, that this decision of the Government will be binding on the Company.

It is our understanding that what is written in the preceeding paragraph will not in any way affect supply of 68 cusecs (existing) plus 68 cusecs (additional) as covered under items 1 and 2(a) of your letter dated 4th September.

We shall be glad if you will kindly confirm that our understanding is correct.

Yours faithfully,

sd/.

ksk.3. /copy/

for Secretary to Government,
Public Works Department.

GOVERNMENT OF MYSORE

No PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,. 20th. Dec.*196* 2 .

FROM

Secretary to the Government of Mysore,
Public Works & Electricity Department.

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forebes Building, Home Street,
Bombay-1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Limited.

I am directed to confirm the points mentioned in your letter dated 22-11-1962 regarding the above subject.

Yours faithfully,

sd/-
(K.B. Murarappa)
Deputy Secretary to Government
Public Works Dept.(Irrigation).

ksk.3.

/copy/

for Secretary to Government,
Public Works Department.

Copy of the letter dated 24th December 1962 from the Gokak Mills Ltd., addressed to the Deputy Secretary to Government, Public Works Department(Irrigation), Mysore Government Secretariat, Vidhana Soudha, Bangalore-1.

Sir,

We thank you for your letter No.P.D 50 MGI 60 dated 20th December and were glad to receive your confirmation to the points mentioned in your letter dated 22nd November,

We are DearSir,

Yours faithfully,

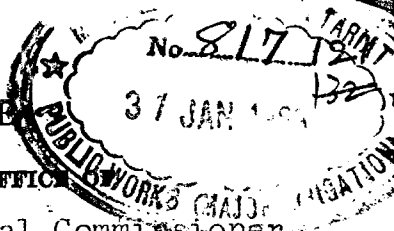
sd/-

ksk.3. /copy/

for Secretary to Government,
Public Works Department.

C.F. No. 45]

GOVERNMENT OF MYSORE



No. RB.RLV.SR.74.
Encls.

The Divisional Commissioner,
Belgaum Dn., Belgaum.

Date. 24-1-1963.

To

The Secretary to Government,
P.W.D.(Irrigation) Bangalore.

Sir

Subject:- Supply of Additional quantity of 68 cusecs of Water to the Gokak Mills Limited.

Ref B1

Reference : Government Letter No.PWD.50 MGP.60 dated 18-1-1963.

I am in receipt of Government letter referred to above and the records referred to therein.

Yours faithfully,

(M.A.Hamigi.)
for Divisional Commissioner,
Belgaum.

C. F. No. 45] GOVERNMENT OF MYSORE

By R.P.A.D

OFFICE OF

No. RE, (EVSR-74. THE DIVISIONAL COMMISSIONER,

Encls. BELGAUM DIVISION, BELGAUM.

To Date 28 February 1963.

The Secretary to Government,
Public Works Department (Irrigation),
Bangalore.

Sir,

Sub :- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Limited.

Reference Government Letter No. PWD-50-MGP-60, dated 18th January 1963.

2. The draft agreement (in duplicate) prepared on the basis of the original records and the correspondence ending with the letter dated 24-12-1962 from Gokak Mills referred to in the above cited Government letter, is sent herewith for favour of Government approval. The draft agreement has been approved by the District Government pleader, Belgaum. It may please be got examined further by the Law Department if deemed necessary, before finalising it.

3. The original records consisting of one bound volume and one booklet also accompany.

Yours faithfully,

(M.A.Hamigi.)
For Divisional Commissioner, Belgaum.

O.C.Signed by the
Divl.Commissioner.

RVB/-

This agreement made the day of 1963 between the Governor of Mysore (hereinafter for brevity' Sake called the " Government ") of the one part and the Gokak Mills Limited, a company incorporated in India and having its Registered Office at Forbes Building, Home Street, Bombay- I (hereinafter for brevity's Sake called " the Mills " which expression shall wherever the context so admits or permits include its successors and assigns) of the other part.

Whereas by a lease dated the 31st Day of July, 1894 made between the Secretary of State for India in council of th one part and Gokak Water Power and Manufacturing Company - Limited of the other part and registered with the Sub-Registra of Assurance at under Register No. on the day of 1894, (hereinafter for brevity's sake called the " the said lease ") the former - leased to the latter for a period of 99 years from the 28th May, 1894 certain lands in Dupdal, Konnur, and Gokak together with the exclusive right to use water power at Gokak Falls on the Ghataprabha River for the purpposes therein mentioned.

And whereas the Government is the successor to the Secretary of State for India in council and the said lands - have vested in the Government.

And whereas the name of the Gokak water Power and Manufacturing Company Limited, has been changed to the Gokak Mills Limited.

And whereas the aforesaid Agreement provides for the Mills using water only for generating power.

And whereas the Mills have been using and intended - to use in future also water of the Ghataprabha river not only for generation of power and drinking purposes but also for oth purposes, in supercession of the relevant provisions of the old agreement.

Now these presents witness and it is hereby agreed - by and between the parties hereto as follows :-

(1) Mysore Government will continue to supply to the -

B5. 124

the Company 68 cusees continuous of water at the rate specified in the current lease until the expiry of the lease i.e. until 28th May 1983.

(2) After completion of the Hidkal Dam (the dam is expected to be completed by 1966) or earlier if possible, the Mysore Government will supply to the Company an additional 136 cusees continuous at the rate of Rs. 2,500/- per cusee per annum subject to the following provisos ;

(a) Of the additional 136 cusees continuous, 68 cusees continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the lease;

(b) the balance 68 cusees continuous will be supplied for 10 years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that the Mysore Government do not require the water for irrigation purposes, Government will continue to make available to the company these 68 cusees continuous at the rate specified in this agreement for a further mutually agreed period.

(3) In the event of the Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Mysore Government will allow rebate in the water rates in proportion to the short-fall.

(4) The Government will permit the company to raise the height of the company's pick-upweir by 1 foot.

(5) By agreement between the Government and the Company, the continuous supply of water specified in this agreement can be converted into an intermittent supply of appropriate cusees, the total volume of supply per week remaining unchanged.

In witness whereof the parties hereto have executed these presents the day and year first herein-above written.

Signed sealed and Delivered by the Governor of Mysore by the hand of the ~~authoritied~~ authorised Officer, the Secretary to the Government of Mysore, Public Works Department in the presence of

Secretary to Government,
Public Works Department, (Irrigaion.)

28/2

This agreement made the day of 1963 between the Governor of Mysore (hereinafter for brevity's Sake called the " Government ") of the one part and the Gokak Mills Limited, a company incorporated in India and having its Registered Office at Forbes Building, Home Street, Bombay- I (hereinafter for brevity's Sake called " the Mills " which expression shall wherever the context so admits or permits include its successors and assigns) of the other part.

Whereas by a lease dated the 31st Day of July, 1894 as modified by Supplemental agreements dated 20-3-1897, 10-6-1899 and 22-1-38 made between the Secretary of State for India in council of the one part and Gokak Water Power and Manufacturing Company - Limited of the other part and registered with the Sub-Registrar of Assurance at under Register No. on the day of 1894, (hereinafter for brevity's sake called the " the said lease ") the former - leased to the latter for a period of 99 years from the 28th May, 1894 certain lands in Dupdal, Konnur , and Gokak together with the exclusive right to use water power at Gokak Falls on the Ghataprabha River for the purposes therein mentioned. and the terms and conditions in the said Indentures.

And whereas the Government is the successor to the Secretary of State for India in council and the said lands - have vested in the Government.

And whereas the name of the Gokak water Power and Manufacturing Company Limited, has been changed to the Gokak Mills Limited.

And whereas the aforesaid Agreement provides for the Mills using water only for generating power.

And whereas the Mills have been using and intending to use in future also water of the Ghataprabha river not only for generation of power and drinking purposes but also for other purposes, in supercession of the relevant provisions of the old agreement.

Now these presents witness and it is hereby agreed - by and between the parties hereto as follows :-

(1) Mysore Government will continue to supply to the -

the Company 68 cusees continuous of water at the rate specified in the current lease until the expiry of the lease i.e. until 28th May 1983.

(2) After completion of the Hidkal Dam (the dam is expected to be completed by 1966) or earlier if possible, the Mysore Government will supply to the Company an additional 136 cusees continuous at the rate of Rs. 2,500/- per cusee per annum subject to the following provisos ;

(a) Of the additional 136 cusees continuous, 68 cusees continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the lease;

(b) the balance 68 cusees continuous will be supplied for 10 years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that the Mysore Government do not require the water for irrigation purposes, Government will continue to make available to the Company there 68 cusees continuous at the rate specified in this agreement for a further mutually agreed period.

(3) In the event of the Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Mysore Government will allow rebate in the water rates in proportion to the short-fall.

(4) The Government will permit the company to raise the height of the company's pick-upweir by 1 foot.

(5) By agreement between the Government and the Company, the continuous supply of water specified in this agreement can be converted into an intermittent supply of appropriate cusecs , the total volume of supply per week remaining unchanged.

In witness whereof the parties hereto have executed these presents the day and year first herein-above written.

(4) The Government shall permit the Mills to raise the height of the pick-up-weir by one foot subject to the conditions specified in the Indenture dated 10th June 1899 and such permission shall always be deemed to have been granted from the date when the Mills had raised the height beyond the permitted level of .....

128
39

Signed sealed and Delivered by the Governor of Mysore by the hand of the ~~authorities~~ authorised Officer, the Secretary to the Government of Mysore, Public Works Department in the presence of

Secretary to Government,
Public Works Department, (Irrigaion.)

In witness Where of The Governor of Mys
Rath caused the V
on his behalf to Set his ha
hereunto and the Mills Boa
hereunto Set their Seal th
day and they ..... first above
written.

Signed by V
for and on behalf of the
Governor of Mysore in the
presence of V 2

Signed by V
the Mills in the presence of V
2 .....

Seal
of the

HHO
129

This agreement made the day of ..... 1963 between the Governor of Mysore (hereinafter for brevity's Sake called the "Government") of the one part and the Gokak Mills Limited, a company incorporated in India and having its Registerd Office at Forbes Building, Home Street, Bombay - 1 (hereinafter for brevity's sake called "the Mills" which expression shall wherever the context so admits or permits include its successors and assigns) of the other part.

Revised Draft 17/6/63

Whereas by Indenture of lease dated the 31st day of July, 1894 as modified by supplemental agreements dated 20-8-1897, 10-6-1899 and 22-1-1938 made between the Secretary of State for India in concil of the one part and Gokak Water Power and Manufacturing Company Limited of the other part and registered with the Sub-Registrar of Assurance at under Register No. on the day of 1894, (hereinafter for brevity's sake called the "the said lease") the former leased to the latter for a period of 99 years from the 28th day of May 1884 certain lands in Dupdal, Konnur and Gokak Falls on the Ghataprabha River for the purposes therein mentioned and upon the terms and conditions in the said Indentures.

And whereas the Government is the successor to the Secretary of State for India in council and the name of the Gokak Water Power and Manufacturing Company Limited, has been changed to the Gokak Mills Limited.

And whereas the Mills have since requested the Govt., for the supply of an additional 136 cusecs of water to extend the power installation in view of the proposed expansion of the Mills and the Govt. agreed to supply the same on the terms and conditions hereinafter appearing to all which conditions they have consented;

HHT 130

Now these presents witness and it is hereby agreed by ~~th~~ and between the parties hereto as follows:-

(1) The Government shall continue to supply to the Mills 68 cusecs continuous of water at the rate specified in the current lease until the expiry of the lease i.e. until 28th May 1983.

(2) After completion of the Hidkal Dam ~~(the dam is expected to be completed by 1966)~~ or earlier if possible, the Government will supply to the Mills an additional 136 cusecs continuous at the rate of Rs.2,500/- per cusec per annum subject to the following conditions;

(a) Of the additional 136 cusecs continuous, 68 cusecs continuous ~~fx~~ will be supplied from the time of completion of the Hidkal Dam or earlier, if possible until the expiry of the lease;

(b) the balance 68 cusecs continuous will be supplied for 10 years from the time of completion of the Hidkal Dam or earlier, if possible. After the expiry of the ten year period, provided that the Government do not require the water for irrigation purposes, Government will continue to make available to the Mills, the 68 cusecs continuous at the rate specified in this agreement for a further mutually agreed period.

(3) In the event of the Government being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Government shall allow rebate in the water rates in proportion to the short-fall.

(4) The Government shall permit the Mills to raise the height of the pick-up-weir by one foot subject to the conditions specified in the Indenture dated 10th June 1899 and such permission shall always be deemed to have been granted from the date when the Mills had raised the height beyond the permitted level of .....

H425
131

(5) By agreement between the Government and the Mills, the continuous supply of water specified in this agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply per week remaining unchanged.

(6) This agreement shall remain in full force and effect till the expiry of the lease dated the 31st July 1894.

(7) The agreements hereinbefore recited shall continue in force till the expiry of the lease dated 31st July 1894, Save as modified by this agreement which shall be considered as supplemental to the said Deeds.

In witness whereof the Governor of Mysore hath caused the ..... on his behalf to set his hand hereunto and the Mills has hereunto set his hand the day and the year first above written.

Signed by .....
for and on behalf of the Governor of Mysore in the presence of

1. .....

2. .....

Signed by ..... .

the Mills in the presence of

1. .....

2. .....

Seal of the Company.

Fwd 50 MGP 60

132 45

Supply of additional quantity of 68 cusecs of water to the Gokak Falls Hrd

To,

The Divisional Commissioner,
Belgaum Dn,
Belgaum

Sir,

Ref:- Your letter no. RB/REVR-
Lt dated 22.2.63

With reference to the above I am directed to forward herewith a copy of draft agreement, for getting it executed *

Yours faithfully

for Secy to Govt
PWD

Copy with the original records consisting of one bound volume and one booklet received with letter no GTP. 35/TA3 dated

* Pages 140-142 CF.

133

dated 16.2.62 are returned to Secy (DP) Bangalore. Receipt of these may be acknowledged

Dy Secy to Govt
Fin

5/8/62

Supply of additional quantity of 65 cusecs of water to the Gokak Mills Ltd.

for

The C.E.(PP)

Sir, Ref:- T.O. letter of even no. dated 4.9.62

I am directed to state that it has been decided to ~~allow~~ permit the Gokak Mills Ltd., ~~to permit~~ to raise the height of the Company's pick up weir by 1 foot as agreed to at the Meeting held in the Chambers of the Chief Minister of Mysore on 20.7.62. On further examination, it has been decided that the submergence if any and the liability on account in the event of ~~the~~ raising the pick up by one foot has to be found out and the liabilities should be borne by the Gokak Mills Ltd.

Further it is seen that the Gokak Mills have not dated

135

Whereas this is meant to regularise the raising done in the past contrary to the provisions of the old Agreement. This has to be got ascertained from the firm and report sent.

An early report is requested.

Copy

NO.PWD 50 MGP 60.

To

The Chief Engineer,
I.P.,Bangalore.

Sub: Supply of additional quantity of 68 Cusecs of water to the Gokak Mills Ltd., Gokak.

Ref: Your letter No.GPP.35/TA3,dated 16.2.1962.

Sir,

With reference to the communication cited I am directed to return herewith the original records pertaining to the agreements between the Gokak Water and Power Manufacturing Co.Ltd., and the Secretary of State for India together with the Book-let containing typed copies of all the agreements sent with your above letter. I am also to forward herewith copies of the marginally noted communications and their enclosures relating to this subject and to request you kindly to furnish the following particulars to enable a final decision on the matter: -

Despatched in No. P.W.D. 50 MGP 60
Dated 7.9.63

Pages 109-120 CF → Not to be typed - copies kept below.

Pages 122-125 CF → To be typed

Pages 129-131 CF → To be typed

1. Letter No PWD 50 MGP 60 dated 18.1.1963 & together with copies of its enclosures.
2. Letter No PWD RB/REVSR-74 dated 28.2.63 of the Divisional Commission,Belgaum Dn together with a copy of the draft agreement referred to therein.
3. A copy of the draft agreement as finalised by the Law Deptt.for being got executed by the Gokak Mills.

---

1. The original agreements may be verified and the height of the Gokak Mills Pick-up-weir permissible as per those agreements may be indicated.

2. If may be stated Whether the Gokak Mills have raised the

height of the weir beyond the height permissible under the Agreements. If so the height at which the weir level is at present and the date on which the Company raised the weir may be indicated.

3. The Agreement now proposed to be got executed by the Co. contemplates the raising of the weir by one foot. It may be made clear whether this is meant to (a) regularise the raising of the weir already done in the past contrary to to the provisions of the old Agreements or (b) whether it would entail a 2nd raising of the height from the existing height.

4. In the event of (b) i.e. further raising the pick-up-weir by one foot as contemplated in the proposed agreement, it may be made clear as to what would be the the liability on account of extra submergence etc. if any.

A clear report on each one of the points referred to above may please be furnished early to to enable finalisation of the Agreement. The original records pertaining to the Agreements between Gokak Water and power manufacturing Co. Ltd., and the Secretary of State for India together with the book-let containing typed copies of all the agreements may be returned with your reply.

The receipt of this letter and the records accompanying it may please be acknowledged.

Yours faithfully,

Dy. Secy. to Govt., P.W.(I)

Copy to Asst. Comms. Belgaum Dwn Belgaum for information with reference to his letter No. RB/REVSR-74 dated 28.2.63

27/8/63

Dy S to Govt

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 7. Septr. 1963.
Bhadrapada, Saka Era, 1885.

FROM

Secretary to the Government of Mysore,
Public Works & Electricity Dept.

To

The Chief Engineer,
Irrigation Projects,
Bangalore.

Sir,

Sub:- Supply of additional quantity of 68 Cusecs of water to the Gokak Mills Ltd., Gokak.

Ref:- Your letter No. GTP 35/TA3, dated 16-2-1962.

With reference to the communication cited, I am directed to return herewith the original records pertaining to the agreements between the Gokak Water and Power Manufacturing Company Limited, and the Secretary of State for India together with the Book-let containing typed copies of all theagreements sent with your above letter. I am also to forward herewith copies of marginally noted communications and their enclosures relating to this subject and to request you kindly to furnish the following particulars to enable a final decision on the matter:-

1. Letter No. PWD 50 MGP 60 dated 18-1-1962 together with copies of its enclosures;
2. Letter No. RB/REVSR-74 dated 28-2-1963 of the Divisional Commissioner, Belgaum, Division together with a copy of the draft agreement referred to therein.
3. A copy of the draft agreement as finalised by the Law Department for being got executed by the Gokak Mills.

1. The original agreements may be verified and the height of the Gokak Mills Pick-up - weir permissible as per those agreements may be indicated.

2. It may be stated whether the Gokak Mills have raised the height of the weir beyond the height permissible under the Agreements. If so the height at which the weir level is at present and date on which the Company raised may be indicated.

3. The Agreement now proposed to be got executed by the Company contemplates the raising of the wier by one foot. It may be made clear whether this is meant to(a) regularise the raising of the weir already done in the past contrary to the provisions of the old agreements or (b) whether it would entail a 2nd raising, over and above the present level.

4. In the event of (b) i.e., raising further the pick-up-weir by one foot, it may be made clear as to what would be the liability on account of extra submergence etc., if any.

A clear report on each one of the points referred to above may please be furnished early to enable finalisation of the Agreement. The original records pertaining to the Agreements betwe

p.t.o.

Gokak Water and Power manufacturing Company Limited, and the Secretary of State for India together with the book-let containing typed copies of all the agreements may be returned with your reply.

The receipt of this letter and the records accompanying it may please be acknowledged.

Yours faithfully,

(K.B. Murarappa)
Deputy Secretary to Government,
Public Works Dept.(Irrigation).

ksk.3.

Copy to Divisional Commissioner, Belgaum Division, Belgaum for information with reference to this letter No. RB/REVSR-74 dated 28-2-1963.

Deputy Secretary to Government,
Public Works Dept.(Irrigation).

Ans 50 MG pbo

140

Sale :- as on Page 138 CF

Dear Sir,

Ref :- T.O. letter of even no. dated 7.9.63

I am directed to invite a reference to this office letter cited above and to request that the report called for on the subject may kindly be expedited for taking further action.

~~Early report requested~~

Issued dated 20/11/63

CE/SP

CE/(SP) (In name)

11/11/63

K.B. Murarappa, B.E., M.C.E(USA),
Deputy Secretary to Government.

Mysore Government Secretariat,
Public Works Department,
Vidhana Soudha,
Bangalore, Dt. 28-11-1963.

DO No.PWD 50 MGP 60

Dear Sir,

Sub:-Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd., Gokak.

Ref:- This Office letter of even No; dated 7-9-1963.

I am desired to invite a reference to this office letter cited above and to request that the report called for on the subject may kindly be expedited for taking further action.

Yours sincerely,

Sri. I.M.Magdum, B.E., M.I.E.,
Chief Engineer,
Irrigation Projects,
BANGALORE.

Issued
Dated...29/11/63

GOVERNMENT OF MYSORE.

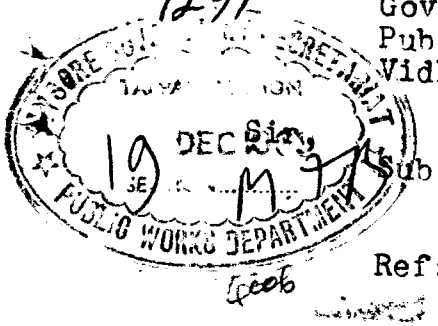
Office of the Chief Engineer, PWD,
Irrigation Projects in Mysore,
14/14B, Cunningham Road,
Bangalore Dated 18th December 1963.

No.GTP-35/TA3.

To

The Secretary to the
Government of Mysore,
Public Works Department,
Vidhana Soudha, BANGALORE.

1291



Sir,

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Limited, Gokak.

Ref:- Govt. letter D.O. No. PWD 50 MGP 60 dt.20-11-63.

....

The report called for from the Superintending Engineer, Ghataprabha Project Circle, is still awaited. He has been reminded in the matter. A report will be furnished to Government on receipt of the same from the Superintending Engineer.

Yours faithfully,

for Chief Engineer, PWD,
Irrigation Projects.

M.M. 12-12:

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No.RB/ REVSR-74
Belgaum, 18 - 1 -1964

To

The Secretary to Government,
Public Works and Electricity Department—
Bangalore.

Subject :- Supply of additional quantity of 68 Cusecs of water to M/s Gokak Mills LTD Gokak.

Sir

I invite reference to Government letter No. PWD 50 MGP 60, dated 7 - 9 -1963, and my letter of even No. dated 28-2 -1963 and subsequent reminders dated 22-6-63, 13-8-63,

on the above subject and request you kindly to move Government to issue early orders in the matter.

Yours faithfully,

320
20 JAN 1964
RVB/- W. O. (RECEIPT & ISSUE) SECTION

18/1

For Divl. Commissioner Belgaum.

Mysore Government Secretariat,
Public Works Department,
Vidhana Soudha,
Bangalore, Dt. 1963.

No.PWD 50 KGP 60

From:

The Secretary to Government,
Public Works Department, Bangalore.

To

The ~~Accountant General (Mysore)~~, Divisional Commissioner Belgaum Dn,
~~BANGALORE~~. Belgaum

Sir,

Sub:..... Supply of additional quantity of ..... lbs cusecs of water to the Gokak Mills ..... Ltd Gokak .....

I am directed to refer to your letter No. RB/REV&R-TH dated..18:1-64....on the above subject and to state that the Chief Engineer, Irrigation Project, Bangalore has been addressed for a report which is awaited. He has been reminded for it. A further communication will follow as soon as the Chief Engineer's report is received and examined.

Yours faithfully,

~~Dy.~~ Secretary to Government,
Public Works Department.

Copy of the above is forwarded to the Chief Engineer, Irrigation Project, Bangalore with reference to Govt. No. PD 50 KGP 60 dated 18.12.63. and his letter No. CIP.35/TA.3 dated 7.963 ../..with a request to expedite forwardal of his report.

29/11/64

~~Dy.~~ Secy. to Government,
Public Works Department.

145

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT.
VIDHANA SOUDHA,

Dated, Bangalore, ~~Jan~~ 2 1964.

FROM

Secretary to the Government of Mysore,
Public Works Department.

To

The Divisional Commissioner,
Belgaum Division, Belgaum.

Sir,

Sub:-Supply of additional quantity of 68 Cusecs of water to the Gokak Mills Limited, Gokak.

I am directed to refer to your letter No. RB/REVSR-74 dated 18-1-1964 on the above subject and to state that the Chief Engineer, Irrigation Projects, Bangalore has been addressed for a report which is awaited. He has been reminded for it. A further communication will follow as soon as the Chief Engineer's report is received and examined.

Yours faithfully,
Sd/-
for Secretary to Government,
Public Works Department.

Issued
Dated 1/2/64

Copy of the above is forwarded to the Chief Engineer, I.P., Bangalore, with reference to Government No.PWD 50 MGP 60 dated 7-9-1963 and his letter No.TGTP.35/TA3 dated 18-12-1963 with a request to expedite forwardal of his report.

for Secretary to Govt. P.W.D.

FnD 50 MGP 60

Supply of additional quantity of 68 cubic ft of coal to the Gokak Mills Ltd.

Dear Shri. Mugdum,

Please refer to this office letter no. FnD 50 MGP 60 dated 7-9-63 and the subsequent reminders noted in the margin regarding the above subject. The report called for there in has not so far been sent even though it is more than 6 months. As the question of finalising the Agreement with the Gokak Mills Ltd is held up for want of the above report, I request you to bestow your personal attention to the matter and forward the report without any further delay.

~~This may please be dealt with on top priority basis.~~

Yours sincerely,

(Secy. to Govt.)

FnD 50 MGP 60 dt 20.11.63
— do — dt 1.2.64

CE (P) by name

7/2/64.

Chandappa Patel,

D.O.No.PWD 50 MGP 60 Feb. 10, 64

Dear Shri Magdum,

Sub:- Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd.

Please refer to this office letter No.PWD 50 MGP 60 dated 7-9-1963 and the subsequent reminders noted in the margin regarding the above subject. The report called for therein has not so far been sent even though it is more than five months. As the question of finalising the Agreement with the Gokak Mills Ltd. is held up for want of the above report, I request you to bestow your personal attention to the matter and forward the report without any further delay.

No.PWD 50 MGP 60 dated 20-11-1963
No.PWD 50 MGP 60 dated 1- 2-1964

Yours sincerely,

10/2/64

Shri I.M. Magdum,
Chief Engineer,
Irrigation Projects,
Bangalore-1.

K.S. MURARAPPA
D.S. PWD (I)

Sale at on Page 147 CF

Dear ~~Sir~~ Sir,

Please refer to this office letter no. PWD 50 WGP 60 dated 7.9.63 and the D.O. letter of even no. dated 10.2.64 of the Secretary on the subject. The report called for there in has not so far been sent in spite of letters of several reminders and though more than six months have elapsed. As the question of finalising the Agreement with the Gokak Mills Ltd has been unduly delayed for want of the report, I request you to look into this matter and send the report at an early date ~~send the same with out any~~ further delay to enable further action being taken.

~~The matter is extremely urgent.~~

Yours faithfully,

(Secretary to Govt.,
PWD)

One CE (AP) known

4/3/64

49

K.B. MURARAPPA, B.E., M.C.E(USA),
Deputy Secretary to Government,
P.W.D.(Irrigation).

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated, 11th March 1964

D.O. No. PWD 50 MGP 60.

Dear Sir,

Sub:- Supply of additional quantity of 68 cuses of water to the Gokak Mills Ltd.

Please refer to this Office letter No. PWD 50 MGP 60 dated 7.9.63 and the D.O. letter of even number dated 10-2-1964 of the Secretary on the subject. The report called for therein has not so far been sent in spite of issue of several reminders and through more than six months have elapsed. As the question of finalising the Agreement with the Gokak Mills Ltd. has been unduly delayed for want of the report, I request you kindly to look into this matter and send the report at an early date.

Yours sincerely,

To

Shri I.M. Magdum, B.E., M.I.E.,
Chief Engineer,
Irrigation Projects, Bangalore.

Rnm/-

Supply of additional quantity of 65 cubics of water to the Gokak Mills Ltd

Sir,

I am to invite a reference to this office letter of even no. dated 7.9.63 and the subsequent reminders of even no. dated 20.11.63, 1.2.64, 10.2.64 and the ~~D.O. reminder dated~~ and 11.3.64 on the subject and to state that the report called for there in has not so far been sent. As the matter of finalising the agreement with the Gokak Mills Ltd have been delayed unduly may I request you to look into the matter personally and favour the return urgently.

The matter is urgent

Yours faithfully,

Cf (OP) Bombay)

7/4/64

4/Ry

7/4/64

151

K. Channappa
~~MEDHIADI~~,
Deputy Secretary to Government,
P.W.D. (Irrigation).

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, dated, 16th April 1964.

D.O. No. PWD 50 MGP 60.

Dear Sir,

Sub:- Supply of Additional quantity of 68 Cusecs of water to the Gokak Mill Ltd
===

I am to invite a reference to this Office letter of even number dated 7-9-1963 and the subsequent reminders of even number dated 20-11-1963; 1-2-1964; 10-2-1964 and 11-3-1964 on the subject and to state that the report called for therein has not so far been sent. As the matter of finalising the Agreement with the Gokak Mills Ltd., has been delayed unduly may I request you to look into the matter personally and forward the report urgently.

The matter is urgent.

Yours sincerely,

13/4/64.

Shri I.M. Magdum, B.E., M.I.E.,
Chief Engineer,
Irrigation Projects, Bangalore.

Rnm/-

Sri B. Subramanyam, B.Sc., B.E.,
Deputy Chief Engineer, PWD,
Irrigation Projects,
14/14B, Cunningham Road,
Bangalore. 1 .

D.O. No. GTP-35/TA3. Dated 6th May 1964.

MYSORE PWD SECRETARIAT
No 2286
PUBLIC WORKS (MAJOR IRRIGA

Dear Sri. Channappa,

Sub:- Supply of additional quantity of 68c/s of water to the Gokak Mills Limited.

Ref:- D.O. letter No. PWD 50 MGP 60 dated 11.3.64 from Sri K.B. Murarappa, Deputy Secretary to Government P.W.D. (Irrigation).

.....

Kindly refer the D.O. letter referred above. I have to intimate that certain further particulars called for from the Superintending Engineer, Ghataprabha Project Circle, are still awaited from him. A report will be furnished to Government, after the receipt of the particulars from the Superintending Engineer.

Yours

(B. SUBRAMANYAM)

To

Sri M. Channappa, B.E.,
Deputy Secretary to Government,
Public Works Department,
Vidhana Soudha, BANGALORE.

M.M. 4-5:

M. G. S. App. F. G. 3].

BND 50 MGP 60.

MYSORE GOVERNMENT

SECRETARIAT.

(*Continuation sheet draft form*).

Supply of additional quantity of bf excess of wordie to the Gokak Mills Ltd

Sir,

Ref:- Your letter of even no. dated 7.9.63 and reminder

I am desired to invite reference to this office letter cited above and to state that the report called for there in has not so far been sent though over a year has elapsed and in spite of issue of several reminders. As the question of finalising the Agreement is unduly delayed for want of the report, I am to request You kindly to expedite the issue of taking further action.

The matter is extremely urgent

Yours faithfully,

(L. [illegible])

Comm 21/7/64

(L. (P) Iyengar)

Joint Secy 20/7/64.

WD 012117—GPB—1,00,000—7-3-63

M.CHANNAPPA.,
Deputy Secretary to Government,
Public Works Department(Irrigation).

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore,Dated: 24-7- 1964.

D.O.No.PWD 50 MGP 60.

Dear Sir,

Sub:-Supply of additional quantity of 68 cusecs of water to the Gokak Mills Ltd.

Ref:-This office letter of even No. dated 7-9-63 and reminder.

I am desired to invite a reference to this office letters cited above and to state that the report called for therein has not so far been sent though almost a year has lapsed and inspite of issue of several reminders. As the question of finalising the Agreement is unduly delayed for want of the report, I am to request you kindly to expedite the same for taking further action.

The matter is exremely urgent.

Issued 24/2/64

Yours sincerely,

DC 23/7/64

Shri I.M.Magdum.,
Chief Engineer,
Irrigation Projects,
BANGALORE.

tp/23-7-64.

55

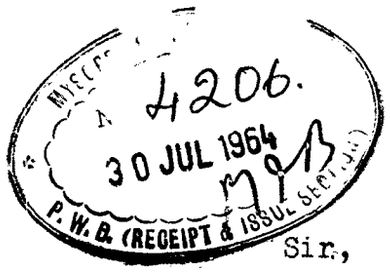
GOVERNMENT OF MYSORE.

Office of the Chief Engineer, PWD.,
Irrigation Projects in Mysore,
17, Cunningham Road, Bangalore-1.

No. GTP-35/TA-3 Dt. 28th July, 1964.

To

The Secretary to Government of Mysore,
Public Works & Electricity Department,
'Vidhana Soudha', Bangalore-1.



Sub:- Supply of additional quantity of 68 Cusecs of water to Gokak Mills Ltd.

Ref:- D.O.letter No. PWD 50 MGP 60 dated 24-7-1964.

Sir,

Certain clarifications called for from the Superintending Engineer, Ghataprabha Project Circle are still awaited. He has been telegraphically expedited for the reply. A report will be furnished to Government on receipt of the particulars from the Superintending Engineer.

Yours faithfully,

for Chief Engineer, PWD.,
Irrigation Projects.

D. O. No. Prod 50 KGP 60 MYSORE GOVERNMENT SECRETARIAT,

Dated, Bangalore, ...

Subj As at P 155 CF.

DEAR SIR,

I am desired to invite your attention to this Office Letter No. Prod 50 KGP 60, dated 7-9-63, and the subsequent reminders of even no dated 20-11-63, 1-2-64 reminders, 10-2-64, 11-3-64, 14-4-64, 24-7-64 and Your letter no. GTP-35/TA-3 dated 28-7-64 on the Subject.

and to request that reply thereto may kindly be expedited, as the matter is urgent long pending.

Yours sincerely,

12/9/64

To

The C.E. (AP) Irrigation

10/9/64

WD 010659—GPB—120 pads of 100 shts. each—23-5-63

Mysore GOVT. [illegible] SECRETARIAT,

Dated, Bang[illegible] ... ...

Sir,

I am desired to invite your attention to the Office Letter No. ... dated ..., and to ... query ... [illegible] ... [illegible] ... [illegible]

M.Channappa,
Deputy Secretary to Government,
Public Works Department,
(Irrigation),

Mysore Government Secre
'Vidhana Soudha',
Bangalore, Dated 15 — 9-1964.

D.O.NO. PWD 50 MGP 60

Dear Sir,

Sub:- Supply of additional quantity of 68 Cuses of water to Gokak Mills Ltd.

. . . .

I am desired to invite your attention to this Office Letter No. PWD 50 MGP 60 dated 7-9-63 and the subsequent remanders of even number dated 20-11-63, 1-2-64, 10-2-64, 11-3-64, 14-4-64, 24-7-64 and your letter No. GTP-35/T&-3 dated 28-7-64 on the subject and to request that reply thereto may kindly be expedited, as the matter is urgent long pending.

Yours sincerely,

OC 15/9/64.

Shri.I.M.Magdum., B.E. M.I.E(IND)
Chief Engineer,
Irrigation Projects,
Bangalore.

bgn.

ISSUED
Dated 15-9-64.

158.

Subject;- Supply of additional quantity of water to the Gokak Mills Ltd.

No.RB/IRR-70. Office of the Dy.Commissioner, Belgaum, dt /9/1964.

To

The Secretary to Government of Mysore,
Public Works and Electricity Department,
Bangalore.

Sir,

The Manager, the Gokak Mills Ltd. Gokak falls has supplied this office the copies of the following Government letters in connection with the subject cited above.

1- Letter No. PWD-50 -MGP-6-0, dated 4/9/1962.
2- .do. dated 13/11/1962.
3- .do. dated 20/12/1963.

But the copies of the above letters are not received in this office from Government.

Now , the Gokak Mills Ltd. Gokak Falls wants to execute an agreement bond containing the further conditions mutually agreed to by the Government and the Mills in the matter.

I,therefore, request you to kindly supply this office the copies of Government letters cited above and also to enlighten me as to whether the draft agreement bond in this connection (that Mills furnishes) be submitted to Government for their scrutiny and approval.

Yours faithfully,

For Deputy Commissioner,Belgaum

g-

159

Appendix F. G.—1]

SUBJECT Supply of additional quantity of water to the Gokak Mills Ltd.

Diary No. of letter replied to .....

Mysore Government Secretariat.

( )

the 195

Date of issue.....

Signed by.....

List of enclosures .....

Copied by.....

Examined by .....

PWD 50 MG/160

Section

File No.

Serial No.

No.

To The D.C.,
Belgaum District,
Belgaum

Sir,

Ref: Your letter no. RB/RR-To dated. 8th Sept

W.r. to the above I am directed to state that the question of finalising the agreement to be executed with the Gokak Mills Ltd (as drafted by the Divnl. Commr.) is held up for want of a report from the CE (Op). He has been expedited for forwarded of the same without further delay. Orders of Govt may therefore be awaited.

Yours faithfully

22/9/60

By order

Copies of the Govt: letters referred to by you are available with the Divisional Commr. Belgaum and they may be obtained from him. I am to add that the

WD 04696—GPB—PZS—8.00.000—22-8-60

Copy to the CE (BP) for information of the Report called for in this Office letter of even no. dated 7.9.63 with out further delay, as the Question of finalising the Agreement is held up here for the last one year for want of the Report

Dy Secy to Govt
of India

22/9/64

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

FROM

Dated, Bangalore, 23.9.1964.

The *Secretary to the Government of Mysore,*
Public Works Department.

To

The Deputy Commissioner,
Belgaum District,
Belgaum.

Sub: Supply of additional quantity of water to the Gokak Mills Ltd.

Ref: Your letter No.BB/IRR-70, dated Sept.64.

Sir,

With reference to the above, I am directed to state that the 4 copies of the Government letters referred to by you are available with the Divisional Commissioner, Belgaum and they may be obtained from him. I am to add that the question of finalising the Agreement to be executed with the Gokak Mills Ltd. as drafted by the Divisional Commissioner is held up for want of a report from the Chief Engineer, Irrigation Projects. He has been expedited for forwardal of the same without further delay. Orders of Government may therefore be awaited.

Yours faithfully,

Sd/-

(M.Channappa)
Deputy Secretary to Government,
Public Works Department (Irrn.)

Copy to the Chief Engineer, Irrigation Projects, Bangalore for forwardal of the report called for in this office letter of even number dated 7.9.1963, without further delay as the question of finalising the Agreement is held up here for the past one year for want of the report.

24/9/64

ISSUED
28/9/64

Deputy Secretary to Government,
Public Works Department (Irrn.)

hns

D. O. No. PuD 50 MGP 60 MYSORE GOVERNMENT SECRETARIAT,

Dated, Bangalore, ...

Sale as on Page 157 CF

DEAR SIR,

I am desired to invite your attention to this Office Letter No. PuD 50 MGP 60, dated ~~15~~ 7.9.63, and the subsequent reminders of even no dated 20.11.63 reminders, 1.2.64, 10.2.64, 11.3.64, 14.4.64 2nd 7.64 ~~and~~ 15.9.64 and 25.9.64 on the subject.

and to request that reply thereto may kindly ~~be~~ expedited, the report as the matter is long pending. urgently

Yours sincerely,

19/11

To

The CF (GP) Bgm

12/11

17/11/64.

WD 010659—GPB—120 pads of 100 shts. each—23-5-63

M.CHANNAPPA, BE,

163

20-11- 4.

DO No.PWD 50 MGP 60

Dear Sir,

Sub:-Supply of additional quantity of 68 cusecs of water to Gokak Mills Ltd.

I am desired to invite your attention to this office letter No. PWD 50 MGP 60 dated 7-9-1963 and the subsequent reminders of even number dated 20-11-1963, 1-2-1964, 10-2-1964, 11-3-1964, 14-4-1964, 24-7-1964, 15-9-1964 and 25-9-1964 on the subject . Kindly expedite the report as the matter is urgent and long pending.

Yours sincerely,

O/C 21/11/64

ISSUED
Dated 23/11/64

Shri I.M. Magdum, BE, M.I.E.,
Chief Engineer,
Irrigation Projects,
BANGALORE.

GOVERNMENT OF MYSORE.

B. SUBRAMANYAM, B.Sc., B.E.,
Deputy Chief Engineer,
Irrigation Projects.

"PARK HOUSE",
Bangalore-1.

D.O.No. GTP/35/TA-3 Dt. 24 Nov., 1964.

MYSORE GOVT. SECRETARIAT
No 6408
2 DEC 1964
PUBLIC WORKS (MAJOR IRRIGATION)

Sub:- Supply of additional quantity of 63 Cusecs of water to Gokak Mills Ltd.

Ref:- Your D.O.No. PWD 50 MGP 60 dated 20/23-11-1964, addressed to the Chief Engineer, I.P.

...

Major G. Sattur

Dear Shri Channappa,

Certain further particulars have been called for from the Superintending Engineer, Ghataprabha Project Circle and the information is still awaited from him. He has been reminded to send the requisite particulars on priority. The report to Government will be submitted as soon as clarifications are received from the Superintending Engineer.

Yours sincerely,

(B. Subramanyam)

Shri. M. Channappa,
B.E.,A.M.I.E.,
Deputy Secretary to Government,
Public Works Dept.,(Irrigation),
'Vidhana Soudha', Bangalore.

GOVERNMENT OF MYSORE.

B.Subramanyam, B.Sc.,B.E.,
Deputy Chief Engineer,
Irrigation Projects,

'Park House',
Bangalore-1.

D.O.No.GTP/35/ 2180 /TA3. Dated 9-12-1964

Subject:- Supply of additional quantity of 68 Cusecs of water to the Gokak Mills Ltd., Gokak.

...

P 164 CF.

Dear Shri Channappa,

In continuation to my D.O.letter No.GTP/35/ TA3 dated 24th November 1964, I am to intimate that the level of the existing Gokak Pick-up weir cannot be furnished correctly as there has been some controversy over the values of G.T.S.bench marks, one at near the Inspection Bungalow at Dhupdal and the other near the Mahalingeshwar temple near Gokak Falls.

In this connection, the Executive Engineer, Ghataprabha Left Bank Canal Division No.1, Ghataprabha reports that this discrepancy about the G.T.S.bench marks has already been reported to the then Government of Bombay by the Superintending Engineer, Karnatak Irrigation Circle, Dharwar under his No.BMT.6 dated 18-6-56. In that letter, the Superintending Engineer appears to have sought clarification from the Government of Bombay as to which bench mark is to be taken as correct. So unless this is decided, it is not possible to fix up the exact level of the weir.

Major I Section 13/12

10/12

I, therefore, request you to please send a copy of the above letter of the Superintending Engineer, Karnatak Irrigation Circle, Dharwar addressed to the then Government of Bombay and also the reply if any furnished by the Government of Bombay to the Superintending Engineer, to facilitate final disposal of the case to the Government.

14/12/64

Yours Sincerely,

(B. Subramanyam)

Shri M.Channappa, B.E.AMIE.,
Deputy Secretary to Govt.
Public Works Dept.Bangalore.

Appendix F. G.—1]

SUBJECT ..... as on Page 165 C/f .....

.....

.....

Diary No. of letter replied to .....

Mysore Government Secretariat.

( )

the *196*

Date of issue.....

Signed by .....

Copy of letter tagged 'B' in the linked file has to be typed as enclosure 2

List of enclosures.....

Copied by.....

Copy of the reply sent by the Ex-Bombay Govt is not available here

Examined by.....

Section

File No.

Serial No.

The C/E (OP)

No.

To Sir,

Ref:- Your D.O. letter no. GTP/35/2180/TA3 dated 9-12-64

With reference to the above I am directed to invite a reference to your letter no. FA/INS/2881/61-62 dated 25.11.61 under which a copy of the letter no. BMI.6 dated 15-6-51 of the S.E., Karnataka Irrigation Circle, Dharwar on the subject was sent. However a copy of the same is sent herewith, as desired, for forwarding of the report called for on the subject immediately, as the question is pending for a considerable long time.

Dy Secy to GOI (BD)

16/12/64

167

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

FROM

Dated, Bangalore, 18.12.1964.

Secretary to the Government of Mysc
P.W.Department.

To

The Chief Engineer (I.P),
Bangalore.

Sir,

Sub: Supply of additional quantity of 68 Cusecs of water to the Gokak Mills Ltd., Gokak.

...

Ref: Your D.O.letter No.GIP/35/2180/TA3 dated 9th December 1964.

.....

With reference to the above I am directed to invite a reference to your letter No.FA/INS/2881/61-62 dated 25.11.61 with which a copy of letter No.BMI.6 dated 18.6.56 of the Superintending Engineer, Karnatak Irrigation Circle, Dharwar on the subject was sent. However a copy of th same is sent herewith as desired, for forwardal of the report called for on the subject immediately, as the question is pending for a considerabl long time.

Copy of the reply sent by the ex-Bombay Government is not availabl here.

Yours faithfully,

18/12/64

(M. CHANNAPPA),
Deputy Secretary to Government PWD.(I)

Issued
Dated 18/12/64

O/C

ghps:

168

GOVERNMENT OF MYSORE
(Public Works Department)

Office of the Chief Engineer,
Irrigation Projects in Mysore,
PARK HOUSE,
Bangalore-1, Dated: -1-1965.
5-1-65

No.GTP-35/TA3

To

The Secretary to the Government of Mysore,
Public Works Department, Vidhana Soudha,
Bangalore.

Sir,

Subject: Supply of discharge quantity of 68 cusecs of water to Gokak Mills Limited, Gokak.

Ref: Correspondence resting with Government Letter No.PWD 59 MGP 60 dated 18-12-1964.

MYSORE GOVT. SECRETARIAT No. 92 6 JAN 1965

------- P.138 CF.

Information called for by the Government is furnished as under:-

1) The permissible levels of the Mills pick-up weir as per the Agreements already entered into is furnished below:-

a) As per Agreement of 20-8-1897, the level of the Mills Weir is noted at R.L. 1983.75;

b) As per agreement dated 10-6-1899, the Firm is permitted to temporarily raise the weir to R.L.1984.50, but they should reduce it to 1983.75 when a demand is made for more than 68 cusecs continuous;

c) As per the then Government of Bombay's letter No.97 dated 3-5-1901 the Mills were further permitted to raise their weir to R.L. 1985.50 subject to necessary agreement;

d) As per supplementary Agreement made on 22-1-1938, the level of the Mills weir is noted as R.L. 1984.50. This shows that the permission given under (c) has not been incorporated in the subsequent agreement entered on 22-1-1938.

(PTO)

2. From the report of the Superintending Engineer, Karnatak Irrigation Circle, addressed to the then Bombay Government, vide his Letter No.BMI-6 dated 18-6-1956, it is seen that the level of the Mills weir was between R.L. 1985.40 to 1985.47. The present Superintending Engineer reports that the level of the Mills weir is R.L. 1985.07. The above levels have been arrived at ffom the G.T.S. Bench Mark near Ghataprabha Bungalow at Dhupdal. However, from the above report of the then Superintending Engineer, Karnatak Irrigation Circle, it is further observed that the Mills have contended that the levels of the Mills Weir should be reckoned from the Bench Mark near the Malingeswara temple whose value is reported to be R.L. 1975.58. On an examination of the level, the then Superintending Engineer, Karnatak Irrigation Circle, had reported to Government that there is difference of 1.16 ft., if the Malingeswara temple bench mark is touched from the G.T.S. Bench Mark at Ghataprabha Bungalow. Therefore, the then Superintending Engineer had requested the orders of the then Government of Bombay as to which of the bench marks should be followed in arriving at the top of the mills weir permissible under the Agreement. From the letter under reference, it is seen that the Ex-Bombay Government had not given any reply to the then Superintending Engineer, Karnatak Irrigation Circle, Dharwar. Unless orders of Government as sought for above are issued after consulting Law Department, if necessary, it is not possible to indicate whether the Gokak Mills have raised their weir level beyond permissible limits as per agreement.

Flag 'B' in the linked file.

Continued page.....3

However it may be mentioned here, that nowhere in the Agreements entered into with the Mills, it has been mentioned that the top of the Mills-pick-up weir has been fixed with reference to the Bench Mark at the Malingeswara temple, shown in the Annexure Plan to the Indenture. As, in all the agreements, only the reduced levels have been indicated without reference to any particular bench mark, the contention of the Mills authorities that the levels of their pick-up weir should be reckoned from the Bench Mark at the Malingeswara temple does not stand to reason.

3. Assuming that the present level of the weir is R.L. 1985.07, a further raising by one ft. of the said weir would mean regularising a portion of the raising of the weir already done in the past. The balance raising would be only to an extent of R.L. 1985.50 - 1985.07 = ie. 0.43 ft. only. It is reported by the Superintending Engineer that the liability on account of extra submergence if Mills weir is raised further by one ft. ie., upto 1985.50, would not be appreciable. But the Mills will have to make such arrangements so as to ensure that Konnur causeway is fordable in case of any obstruction due to raising of the mills weir.

Yours faithfully,

C. C. Approved by C. E

A V Rao 5/1

for Chief Engineer, PWD.,
Irrigation Projects.

rpr2165

171

GOVERNMENT OF MYSORE.

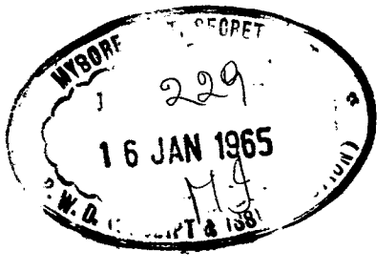
Office of the Chief Engineer, PWD,
Irrigation Projects in Mysore,
Park House, Bangalore - 1.
Dated 15th January 1965.

No. GTp-35/TA3.

To

The Secretary to Government,
Public Works & Electricity
Department, Vidhana Soudha,
BANGALORE.

Sir,



Sub:- Supply of Additional quantity of 68 cusecs of water to Gokak Mills limited Gokak.

Ref:- This office letter No. GTP-35/TA3. Dated 5.1.65.

.....

In continuation of this office letter referred above, I am herein enclosing the original records pertaining to the agreements between Gokak Water and Power manufacturing Company Limited and the Secretary of State for India as desired in Government letter No. PWD 59 MGP 60 dated 7.9.63.

Encl: 1) One bound book of original agreement. (146 Pages)

Yours faithfully,

for Chief Engineer, PWD,
Irrigation Projects.

M.M. 15-1:

Appendix F. [G.O. No. F.T. 1]

SUBJECT As on Page 168 CF

172

Diary No. of letter replied to .....

Mysore Government Secretariat.

( )

the 195 .

Date of issue.....

Signed by.....

List of enclosures .....

Copied by.....

Examined by .....

PWD 50 MGP 60.

Section

File No.

Serial No.

The CE (OP)

No.

To

Ref:- Your letter no. GTP-35/TA3 dated 5.1.65

W.r. to the above I am directed to state that since the work on the Hiddkal Dam did not progress as anticipated Govt consider that it may not be possible to fulfill the main obligation under the contemplated Agreement viz supply of water by the end of 1965. Therefore the date & the supply of the extra water to the Gadag taluk will have to be revised more realistically. I am to request you therefore kindly to reexamine and forward a report for consideration of Govt.

The booklet containing typed copies of all the agreements sent with this office letter no. PWD 50 MGP 60

dated 7.9.63 has not been returned with your letter no. GTP-35/TA3 dated 15.1.65. This may also be returned with your report.

This may please be dealt with on top priority basis.

27/1

27/1/65

27/1

27/1/65

174

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT.
VIDHANA SOUDHA,
Dated, Bangalore, 24th January 1965.

FROM

Secretary to the Government of Mysore,
Public Works Department,

To

The Chief Engineer,
Irrigation Projects,
B a n g a l o r e.

Sir,

Subject: Supply of discharge quantity of 68 cusecs of water to Gokak Mills Limited, Gokak.

Ref: Your letter No.GTP-35/TA3 dated 5.1.65.

-:oOo:-

With reference to the above I am directed to state that since the work on the Hidkal Dam did not progress as anticipated Government consider that it may not be possible to fulfill the main obligation ~~made~~ under the contemplated Agreement viz., Supply of Water by the end of 1965. Therefore the date for the supply of the extra water to the Gokak Mills will have to be refixed more realistically. I am to request you therefore kindly to re-examine and forward a report for consideration of Government.

The booklet containing typed copies of all the agreements sent with the office letter No.PWD 5C MGP 60 dated 7.9.1963 has not been returned with your letter No. GTP-35/TA3 dated 15.1.65. The may also be returned with your report.

This may please be dealt with on top-priority basis.

Yours faithfully,

29/1/65

(M.CHALNAPPA)
Deputy Secretary to Government,
Public Works Department (Irrigation).

ISSUED
Dated 29/1/65

SvR.

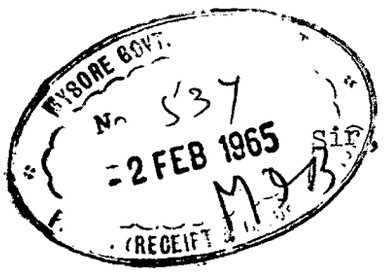
GOVERNMENT OF MYSORE

Office of the Chief Engineer, PWD.,
Irrigation Projects in Mysore,
Park House, Bangalore.1.

No:GTP-35/TA3. Dated. 1-2-65

To

The Secretary to Government,
Public Works & Electricity Department,
"Vidhana Soudha"
Bangalore.



Sir,

Subject:- Supply of additional quantity of 68 cusecs of Water to Gokak Mills Ltd. Gokak.

....

Ref:- This office letter of even No: dt. 5-1-65 and 15-1-1965.

....

In continuation of this office letters cited above, I am enclosing herein the book let containing typed copies of all the agreements between Gokak Water and Power Manufacturing Co,Ltd.,and the Secretary of State for India.

Encl:- One Booklet of copies of agreement.

Yours faithfully,

for Chief Engineer, P.W.D.,
Irrigation Projects.

....

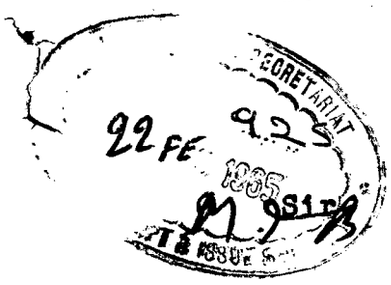
GOVERNMENT OF MYSORE

Office of the Chief Engineer,PWD,
Irrigation Projects in Mysore.,
Bangalore, Dated:-
22 FEB 1965

No.GTP.35/TA2

To

The Secretary to Government.,
Public Works Department.,
Bangalore



Sir,

Subject:- Supply of discharge quantity of 68 Cusecs of water to Gokak Mills Ltd., Gokak.

Reference:- Government letter No.PWD 50 MGP 60 dated 29-1-1965.

With reference to the above, I have to intimate that the original records pertaining to the agreement between Gokak Water & Power manufacturing Co., Ltd., and the Secretary of State for India received with Government letter No.PWD 50 MGP 60 Dated 7-9-1963, have been returned with this office letter of even Number dated 15-1-1965 and a booklet containing the typed copies of all the agreements has been furnished with this office letter of even number dated 1-2-1965. Regarding the refixation of the date for the supply of the extra water to the Gokak Mills the Superintending Engineer, Ghataprabha Project Circle, has been addressed for an urgent report in the matter. A further report will be furnished to Government on receipt of the report from the Superintending Engineer.

Yours faithfully,

for Chief Engineer,
Irrigation Projects,

Aswath:

GOVERNMENT OF MYSORE

MYSORE GOVERNMENT SECRETARIAT
VIDHANA SOUDHA,
BANGALORE, DATED 196

NO:PWD 50 MGP64

From The Secretary to the Government of Mysore,
Public Works Department, Bangalore.

To The Chief Engineer, I.P./~~Ex.~~, Bangalore.

Sir,

Sub:- As at page 174 CF.

I am directed to invite a reference to the Govt. Letter/ ~~Memo~~ of even number dated 29-1-65..., ~~the subsequent reminders of even number dated.....~~ and your letter No. GP-35/142 dated 22.2.65... on the above subject and to request you kindly to expedite your reply as the matter is urgent/~~long pending~~.

Yours faithfully,

for Secretary to Government, PWD.
(Irrigation)

178

GOVERNMENT OF MYSORE

NO.PWD 50 MGP 64

MYSORE GOVERNMENT SECRETARIAT
VIDHANA SOUDHA,

Dated, Bangalore, ..9.7.. 4- 1965

FROM

Secretary to the Government of Mysore,
Public Works Department.

To

The Chief Engineer,
Irrigation Projects,
Bangalore.

Sir,

Sub:- Supply of discharge quantity of 68 cusecs of water to Gokak Mills Limited, Gokak.

I am directed to invite a reference to the Government letter of even number dated 29-1-65 and your letter No. GTP.35/TA2 dated 22-2-65 on the above subject and to request you kindly to expedite your reply as the matter is urgent.

Issued
Dated..... 27/4/65

Yours faithfully,

for Secretary to Government,
Public Works Department.

bgn.

179

D. O. No. PWD 50 MGP 64

MYSORE GOVERNMENT SECRETARIAT,

Dated, Bangalore, ...

Sub:- as in page 178 CF

DEAR SIR,

I am desired to invite your attention to this Office Letter No. PWD 50 MGP 64, dated 29-1-65, and the subsequent reminders on the subject cited above dated 29-4-65 on

.....

.....

.....

.....

and to request that reply thereto may kindly be expedited, as the matter is urgent and long pending.

Yours sincerely,

29/8/65

To The CE (PP) Bglre

25/5/65

WD 010659—GPB—120 pads of 100 shts. each—23-5-63

180

M.Channappa, B.E.,
Deputy Secretary to Govt.,
Public Works Department(Irrign.).

Mysore Govt. Secretariat,
'Vidhana Soudha'
Bangalore, Dt:28th May '65.

D.O.No.PWD 50 MGP 60.

Dear Sir,

Sub:-Supply of discharge quantity of 68 cusecs of water to Gokak Mills Limited, Gokak.

I am desired to invite your attention to this office letter No.PWD 50 MGP 60, dated 29-1-65 and the subsequent reminder of even number dated 27-4-65 on the subject and to request that reply thereto may kindly be expedited, as the matter is urgent and long pending.

ISSUED
Dated 28/5/65

Yours sincerely,

27/5/65

Sri I.M.Magdum, B.E., M.I.E.,
Chief Engineer,
Irrigation Projects,
Bangalore.

ACA/

187

Office of the
Chief Engineer,
Irrigation Projects,
Bangalore-1, Dated

14 JUN 1965

No.GTP.35/TA3/344

To

The Secretary to Government,
Public Works Department,
Vidhana Soudha, BANGALORE.

Sir,

Sub:- Supply of discharge quantity of 68 cusecs of water to Gokak Mills Ltd., Gokak.

Ref:- D.O.letter No.PWD 50 MGP 60 dt. 28.5.65. from the Deputy Secy. to Govt.PWD (Irrgn).

The report of Superintending Engineer on the above subject is under examination in this office. A reply will be furnished to Government shortly.

Yours faithfully,

for Chief Engineer,
Irrigation Projects.

Ksd.10/6.

182

Office of the
Chief Engineer, P.W.D.,
Irrigation Projects in Mysore,
Bangalore.

No.IGTP.35/TA3/57

Dated 21-7-65.

To

The Secretary to Govt. of Mysore,
Public Works Department, Vidhana Soudha,
B A N G A L O R E - 1.

Sir,

Sub:- Supply of discharge quantity of 68 cusecs of Water to Gokak Mills Ltd. Gokak.

Ref:- T.O.letter No.GTP.35/TA3 dated 22.2.65.

...

The Probable date of completion of Hidkal Dam cannot be furnished at this stage as construction Schedule will depend upon the extent of grants that would be made available.

Yours faithfully,

Deputy Chief Engineer,
Irrigation Projects.

H.J: 17-7:

Appendix F. G.– 1]

SUBJECT as on Page 182 CF

Diary No. of letter replied to..... .....

Mysore Government Secretariat.

( )

the *196*

Date of issue.....

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

Section

File No.

Serial No.

The CE(OP)

No.

To Sri,

Ref:- Your letter no. GTP.35/TH3/591 dated 21.7.65

W.r. to the above I am directed to state that it is understood that the Mysore State Electricity Board will be able to supply power to the Gokak Mills Ltd., within the course of another four or five months. If this is so, the clause provided in the draft agreement to be entered into with the Gokak Mills Ltd regarding supply of additional water for generation of power, can be deleted. I am to request you therefore kindly to ascertain and intimate whether it would be possible for the M.S.E.B to supply power to the Gokak Mills

WD 012116—GPB—4,00,000—7-3-63

184

Hd., and if so when.

Your remarks on the above may also be furnished for taking further action.

An urgent report is requested.

To

Cl/fy

23/7/62

Dy. secy to Govt

185

GOVERNMENT OF MYSORE

No. PWD50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

FROM

Dated, Bangalore, 27.July.1965.

Secretary to the Government of Mysore,
Public Works & Electricity Department,

To

The Chief Engineer,
Irrigation Projects,
Bangalore.

Sir,

SUB: Supply of discharge quantity of 68 cusecs of Water to Gokak Mills Limited, Gokak.

Ref:- Your letter no. GTP-35/TA3/591 dated 21.7.65

-:-

With reference to the above I am directed to state that it is understood that the Mysore State Electricity Board will be able to supply power to the Gokak Mills Limited., with in the course of ~~actual~~ four or five months. If this is, the clause provided in the draft agreement to be entered into with the Gokak Mills Limited., regarding supply of additional water for generation of power, can be deleted. I am to request you therefore kindly to ascertain and intimate whether it would be possible for the M.S.E.B. to supply power to the Gokak Mills Limited and if so when.

Your remarks on the above may also be furnished for taking further action.

An urgent report is requested.

Yours faithfully,
26/7/65
(M.CHANNAPPA),
Deputy Secretary to Government,
Public Works Department (I).

Issued
Dated 27/7/65

186

D. O. No. PWD 50 MGP 60 MYSORE GOVERNMENT SECRETARIAT,

Dated, Bangalore, ...

Sub:- as on Page 185 CF

DEAR SIR,

I am desired to invite your attention to this Office Letter No. PWD 50 MGP 60, dated 27-4-65, and the subsequent on the subject reminders,

and to request that reply thereto may kindly be expedited, as the matter is urgent and long pending.

Yours sincerely,

27/4/65

To

The CE (BP) Bangalore

18

M.CHANNAPPA,B.E.,A,M.I.E.,
Deputy Secretary to Government,
Public Works Department (Irrn.).

Mysore Government Secretariat,
Vidhana Soudha,

Bangalore,dated 29 November,1965.

D.O.No.PWD 50 MGP 60.

Dear Sir,

Sub:-Supply of discharge quantity of 68 cusecs of Water to Gokak Mills Limited,Gokak.

I am desired to invite your attention to this Office letter No.PWD 50 MGP 60 dated 27-7-65 on the subject,and to request that reply thereto may kindly be expedited as the matter is urgent and long pending.

Yours sincerely,

Sri.I.M.Magdum,B.E.,M.I.E.,
Chief Engineer,Irrigation Projects,
Bangalore.

ncj/d.251165,

188

GOVERNMENT OF MYSORE

OFFICE OF THE CHIEF ENGINEER, PWD.,
Irrigation Projects in Mysore,
Park House, Bangalore.1.

No:GIP-35/TA3./1571 Dated. 8-2-66

To

The Secretary,
Public Works Department,
"Vidhana Soudha",
Bangalore.

MYSORE GOVT. SECRETARIAT
No. 62 ...
10 FEB 1966
M.S.
P.W.D. (RECEIPT)

Subject:- Supply of discharge quantity of 68 acres of water to Gokak Mills Ltd,Gokak.

Ref:- Govt: Letter No: PWD. 50 MGP.60. dt. 27th July 65.

.....

→ P-185-CF

Sir,

As ascertained from the Mysore State Electricity Board, power supply to the Gokak Mills is likely to be arranged by June 1966. In this connection, copy of the letter received from the Chief Engineer, M.S.E.B is enclosed.

Yours faithfully,

D.A: Copy as one ly.

Deputy Chief Engineer, PWD.,
Irrigation Projects.

The file has been referred to the D.S. Power Projects on 17.1.66 vide Diary no. PWD 6146/171/65. It will be associated.

11/2/66.

Copy of letter No: T/IG/12/191/L.D/14530. dt.19-Oct.65, from the Chief Engineer, Electricity(General) to the Chief Engineer, Irrigation Projects, Bangalore.Reg:- Supply of Power to the Gokak Mills,Gokak.

.....

With reference to your letter No: GTP/35/TA3/933-34/65-66. Dated. 30-9-1965, I write to state that power supply to the Gokak Mills is likely to be arranged by June 1966.

"Copy".

SUBJECT: Supply of additional quantity of power to the Gokak Mills Ltd - Agreement to be entered into - regarding

Diary No. of letter replied to .....

Mysore Government Secretariat.

( )

the 195 .

Date of issue.....

Signed by.....

P 91
P 99
P 104
} C.F.

List of enclosures .....

Copied by.....

Examined by .....

PWD 50 MGP 60.

Section

File No.

Serial No.

To the Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Building,
Home Street,
Bombay-1

Sir,

Ref:- T.O. letter no. PWD 50 MGP 60 dated 19.9.62 13.11.62 and 20.12.62

I am directed to state that it is reported that ~~the Mysore State Electricity Board is supplying power to~~ the Mysore State Electricity Board is supplying power to the Gokak Mills Ltd from March ~~to~~ June ~~for generation of power etc~~.

In view of the above it is proposed to modify ~~delete~~ the clauses (so as to delete the provision) relating to supply of additional quantities

of 68 cusecs of water, for power generation, over and above the 136 cusecs stipulated under the original agreement, from the Agreement proposed to be entered into with the Mills.

The clauses of the draft agreement (herein referred to as the Below mentioned agreement) reads as follows:

(2) After Completion of the Hideal Dam or earlier if possible, the Government will supply to the Mills an additional 136 cusecs continuous at the rate of Rs 2,500/- per cusec per annum subject to the following conditions.

a) Of the additional 136 cusecs continuous, 68 cusecs continuous will be supplied from the time of completion of the Hideal Dam or earlier if possible until the expiry of the lease;

Agenda

SUBJECT.....

.....

.....

Diary No. of letter replied to .....

Section

File No.

Serial No.

Mysore Government Secretariat.

( )

the *195* .

No.

To

Date of issue.....

Signed by.....

b) the balance 68 cusecs continuous will be supplied for 10 years from the time of completion of the Hirakai Dam or earlier if possible. After the expiry of the ten year period, provided that the Govt do not require the water for irrigation purposes, Govt will continue to make available to the Mills, the 68 cusecs continuous at the rate specified in this agreement for a further mutually agreed period."

Therefore I am to request you kindly

List of enclosures .....

Copied by.....

Examined by .....

193

to furnish ~~forward~~ your views on
proposal
the above / to enable government
to take a decision.

Cpl for

U.S(T)

8/6. Liz 9/6/66.

Copy to ~~the~~ CF, ~~DA~~ P.
Bangkok

Draft.

No.PWD 50 MGP 60

Tet

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbus Building, Home Street,
Bombay-1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Limited - Agreement to be entered into - regarding .

Ref:- This Office letters No. PWD 50 MGP 60 dated 4-9-1962, ~~xxxx~~ 13-11-1962 and 20-12-1962.

I am directed to state that it is reported that the Mysore State Electricity Board is supplying power to the Gokak Mills Limited from March 1966. In view of the above, it is proposed to modify the clauses so as to delete the provision relating to supply of additional quantity of 68 Cusecs of water, over and above the 136 Cusecs ~~x~~ stipulated under the original agreement, from the agreement proposed to be entered into with the Mills.

~~Thexvikau~~
I am therefore to request you kindly to furnish your views on the above proposal to enable Government to take a decision.

Yours faithfully,

U.S., P.W.D. (Technical).

Draft.

195

No.PWD.50 MGP 60

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbus Building, Home Street, Bombay-1.

Sir,

Sub:- Supply of additional quantity of water to the Gokak Mills Limited - Agreement to be entered into - regarding.

Ref:- This Office letters No.PWD 50 MGP 60 dated 4-9-1962, 13-11-1962 and 20-12-1962.

=====

It is seen that the main reason for Gokak Mills requiring extra water was with a view to run the Hydro-Electric Power Installation of theirs to the full and further to extend the Hydro-Electric Power Installations existing with them. It is also seen that the Gokak Mills were not running their Factory for the full shifts due to shortage of Power and with the supply of additional water, it was hoped that more power could be generated and the Factory run fully in all the shifts. Therefore the main reason for requiring extra water appears to be the Power shortage felt at the Gokak Mills. It is learnt now that the M.S.E.B. have extended their supplying lines upto the Gokak Mills and are supplying Power to the Gokak Mills since March 1966. With the availability of Power from the M.S.E.B., it is ~~hoped~~ known that the Factory has no power shortage now, ~~and the Factory is able to run all its shifts fully~~. Under these circumstances, I am to request you to intimate this Govt. if the necessity for drawing the requiring additional water still exists.

Yours faithfully,

U.S., PWD (Technical).

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

FROM

Dated, Bangalore, ...16-7-196 6.

Secretary to the Government of Mysore,
Public Works Department, Bangalore.

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbus Building, Home Street,
BOMBAY-1.

Sir,

Sub:-Supply of additional quantity of water to the Gokak Mills Limited - Agreement to be entered into - regarding.

Ref:-This Office Letters No.PWD 50 MGP 60 dated 4-9-1962, 13-11-1962 and 20-12-1962.

It is seen that the main reason for Gokak Mills requiring extra water was with a view to run the Hydro-Electric Power Installation of theirs to the full and further to extend the Hydro-Electric Power Installations existing with them. It is also seen that the Gokak Mills were not running their Factory for the full shifts due to shortage of Power and with the supply of additional water, it was hoped that more power could be generated and the Factory run fully in all the shifts. Therefore the main reason for requiring extra water appears to be the Power shortage felt at the Gokak Mills. It is learnt now that the Mysore State Electricity Board have extended their supply lines upto the Gokak Mills and are supplying Power to the Gokak Mills since March 1966. With the availability of Power from the Mysore State Electricity Board, it is hoped that the Factory has no power shortage now.

Yours faithfully,

(S.K.Mohan),
Under Secretary to Govemment,
Public Works Department(Technical).

FK:

SUPPLY OF WATER TO THE GOKAK MILLS LIMITED:-

An indenture dated 31-7-1894 made by the Secretary of State for India, in favour of the Gokak Mills Limited as modified by supplementary agreements dated 20-8-1897, 10-6-1899 and 22-1-1938, provides (for the following) among other things, for a period of 99 years from 28-8-1884:-

(i) to the exclusive right of use by the Gokak Mills of the water power at Gokak falls in so far as it is actually required for the works of the Company;

(ii) to pay for the right of use of a continuous flow of 17 C.Ft. of water per second, the yearly rent or sum of Rs.3,450;

(iii) to use any extra continuous supply of water above 17 C.Ft. per second and not exceeding 68 C.Ft. per second and pay an additional yearly sum of Rs.213/- for each such extra C.Ft. per second.

(iv) to the right to use any extra continuous supply of water above 68 C.Ft. per second and not exceeding 136 C.Ft. per second which the Government shall upon such requisition of the Company supply, and pay the additional yearly sum of Rs.350 for each such extra C.Ft. per second so continuously supplied;

(v) after the company is given water supply of 68 C.Ft. per second, if they require a further supply and give notice in writing of such requirement not exceeding another 68 C.Ft. per second, the Govt. shall on or before the expiration of 36 Calendar month from the receipt of such notice shall supply the company with the additional quantity;

p.t.o.

(vi) if the Government having used reasonable deligence is unable to supply any additional quantity required in excess of the first 68 C.Ft. per second, until the expiration of 48 calendar months from the receipt of such notice shall not be liable or answerable for any loss or damages incurred or sustained by the company in consequence of or incident to such delay;

(vii) if the company at any time require and the Govt. is in a position to furnish with reasonable facility and without unreasonable expense a supply larger than 136 C.Ft. per second guaranteed, the Govt. will furnish any reasonable additional supply at rates to be hereafter settled, but the Govt. shall have the absolute and indisputable power of deciding whether they are or are not in a position to furnish with reasonable facility and without un-reasonable expense any additional supply.

In accordance with the supplementary agreement dated the 28th August 1897, the rates for the supply of water were modified as follows:-

a) 58 C.Ft. per second -- yearly rent or sum of Rs.12,183/-.

b) 10 C.Ft. per second -- additional yearly rent or sum of Rs.213/- for each extra C.Ft. per second.

c) Above 68 C.Ft. per second upto 136 C.Ft. per second additional yearly rent or sum of Rs.350/- per C.Ft. per second.

The company has been drawing 68 cusecs of water from the Ghataprabha river below the Dhupdal weir. They intimated in November 1960 that the quantity of water drawn by them is insufficient and that they require more water not only to run their existing hydro electric power installation to the full capacity

(Contd...3)

but also to extend the power installation in view of the proposed expansion of the Mills. The company therefore requested for the supply of not only the additional 68 cusecs of water to which they are entitled to under the terms of the indenture but also an extra 68 cusecs (in all 136 cusecs over the quantity of 68 cusecs now drawn) as referred to in the indenture, in view of the Hidkal Dam works under execution and the ample supply expected therefrom.

In this connection, the first question that required examination was whether Independent India is bound to honour the agreements entered into by the British Govt. and if so:-

a) whether Govt. is bound to give an additional 68 cusecs to the company;

b) whether the agreement can be repudiated in toto and a new agreement insisted upon;

c) whether the rates can be enhanced.

After an examination of the above aspects, with reference to the relevant agreements, the Law Department opined as follows:-

(i) The agreement in question cannot be repudiated, however inconvenient it may be, and the Govt. is bound to comply with the terms of the agreement;

(ii) The rates cannot be enhanced unilaterally against the terms of the contract;

(iii) However, by explaining the change in circumstances, a reasonable settlement may be mutually arrived at, upon the rates to be paid for such a supply.

The next point that needed examination was the availability of water for meeting the needs of the mills. In the normal circumstances there may not have been any difficulty in conceding

p.t.o.

the request of the company as water is available in the Ghataprabha River for this purpose. But we have now taken up the huge Ghataprabha Project with a Dam at Hidkal. Once the Hidkal Dam is completed there will be practically no water in the Ghataprabha river during the dry months. All the water will be stored in the Hidkal Reservoir and diverted into the canals for irrigating the ayacut under the Project. Therefore, to give the additional committed supply of 68 cusecs, water will have to be let down from the Hidkal Reservoir which naturally results in a proportionate reduction in the ayakat of the Ghataprabha Project. The approximate loss of irrigation is expected to be about 6,800 acres (of mixed crops).

The pros and cons of the entire question of giving the committed supply of water, and the additional quantity required by the Mills were examined. Thereafter the matter was discussed with the Representatives of the Firm at a Meeting held in the Chambers of the Chief Minister on 20-7-1962 and it was agreed as follows:-

P. 91-92 CF

(1) Mysore Govt. will continue to supply to the Company 68 Cusecs continuous of Water at the rate specified in the current lease until the expiry of the lease, i.e., until 28th May 1983.

(2) After completion of the Hidkal Dam (the Dam ~~is~~ expected to be completed by 1966) or earlier if possible, the Mysore Govt. will supply to the Company an additional 136 Cusecs continuous at the rate of Rs.2,500/- per Cusec/ per annum subject to the following ~~provisions~~ provisos:-

(Contd....5)

(a) of the additional 136 Cusecs continuous, 68 Cusecs continuous will be supplied from the time of completion of the Hidkal Dam or earlier, until the expiry of the lease;

(b) the balance 68 Cusecs continuous will be supplied for ten years from the time of completion of the Hidkal Dam or earlier. After the expiry of the ten year period, provided that the Mysore Govt. do not require the water for irrigation purposes, Govt. will continue to make available to the Company these 68 Cusecs continuous at the rate specified in this Agreement for a further mutually agreed period.

(3) In the event of the Mysore Govt. being unable to supply the additional water in terms of this Agreement due to causes beyond Government's control, the Mysore Govt. will allow rebate in the water rates in proportion to the shortfall.

(4) The Mysore Govt. will permit the Company to raise the height of the Company's Pick-up weir by 1 foot.

(5) By Agreement between the Mysore Govt. and the Company, the continuous supply of water, specified in this Agreement can be converted into an intermittent supply of appropriate cusecs, the total volume of supply per week remaining unchanged.

(6) The above decisions are in supersession of the relevant provisions of the old Agreement.

Subsequently the Firm was intimated to note the following points:-

(a) There shall not be any additional expenditure to Govt. in connection with the intermittent supply of water to the Gokak Mills.

P 99 CF & 100 CF

(b) Any supply which falls short of the additional supply of 68 Cusecs may be defined as deficient or short supply.

(c) It is the Govt.of Mysore that decides whether or not the water is required for irrigation and that decision shall be final and binding on the company in respect of last 68 Cusecs continuous, after the expiry of the ten year period of supply.

Thereafter a draft agreement on the basis of the above decisions was got up. In connection with the finalisation of the draft agreement, the Chief Engr. I.P. was requested to examine certain points relating to the raising of the height of the Gokak Mills Pick - Up weir. Further it was pointed out that as the work on the Hidkal Dam did not progress as anticipated it may not be possible to fulfill the main obligation under the contemplated agreement Viz., supply of water by the end of 1965, and therefore the date for the supply of the extra water to the Gokak Mills will have to be refixed more realistically. The Chief Engineer was requested to examine this aspect and forward a report. In reply, the Chief Engr. reported that the probable date of completion of Hidkal Dam cannot be furnished at this stage as the construction Schedule will depend upon the extent of grants that would be made available. In this context it was pointed out to the Chief Engr. I.P., in July 1965 that it was understood that the Mysore State Electricity Board would be able to supply power to the Gokak Mills Limited within the course of another five months. In that case, the clause proposed in the draft agreement to be entered into with the Gokak Mills Limited regarding supply of additional Water for generation of power could be deleted. The Chief Engr. I.P. was requested to ascertain and intimate whether it would be possible

(Contd....7)

for the M.S.E.B. to supply power to the Gokak Mills and if so when. Thereupon the Chief Engr. I.P. reported in February 1966 that power supply to the Gokak Mills was likely to be arranged for by the M.S.E.B. by June 1966. In view of the Chief Engineer's report, the Law Department's advice was sought regarding the possibility of omitting, from the Draft Agreement, the clause relating to the additional supply of 68 Cusecs of Water over and above 136 Cusecs (68 Cusecs existing, Plus 68 Cusecs additional) commited under the indenture. Law Dept. opined that the proposed modification can be made only with the concurrence of the Gokak Mills. Therefore, the Chairman, Board of Directors of the Gokak Mills has been addressed on 16-7-1966 stating that the main reason for the Gokak Mills requiring extra water was with a view to run the Hydro-Electric Power Installation of theirs to the full and further to extend the Hydro-Electric Power installations existing with them. Further, the Gokak Mills were not running their factory for the full shifts due to shortage of power and with the supply of additional water more power could be generated and the Factory run fully in all the shifts. Therefore, the main reason for requiring extra water appeared to be the power shortage felt at the Gokak Mills. But the Mysore State Electricity Board have now extended their supply lines upto the Gokak Mills and are supplying power to the Gokak Mills since March 1966. With the availability of power from the M.S.E.B., it was hoped that the factory has no power shortage now. No reply has come from the Firm with reference to our letter.

23/8/66

28/8

Supply of power to the Gokak Mills Ltd.

To,

The CE
Karnataka State Electricity Board,
Bangalore

Sir,

I am directed to request you kindly to forward a note showing the ~~cost~~ power supplied now by the Karnataka State Electricity Board to Gokak Mills Ltd, the charges they pay for the power supplied with a rough comparative cost of what they would probably have incurred if the same amount of power was generated by the Mills at their power house taken Government.

~~If an agreement has to be signed with the Mills, I am to ask — demand made by the Govt mills in request you kindly to forward the supply of additional ~~cost~~ in the view to ~~cost~~ electricity power~~

This information is required in connection

Yours

by

SE(T)

1/7/72

PWD 50 MGP 60.

2012-6

Public Works Department.

The Chief Engineer,
M.S.E.B.,Bangalore.

Sir,

Sub:-Supply of power to the Gokak Mill Limited -

I am directed to request you kindly to forward a note showing the extent of power supplied now by the Mysore State Electricity Board to Gokak Mills Limited, the charges they pay for the power supplied with a rough comparative cost of what they would possibly have incurred if the same amount of power was generated by the Mills at their power house below Gokak Mills.

This information is required in connection with a demand made by the Gokak Mills for supply of additional water in the river for generation of power.

Yours faithfully,

(S.K.Mohan)
Under Secretary to Govt.,
P.W.D(Technical).

Endt: 2012/66
Dated:

ACA/

No.PWD 50 MGP60

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, Dated -196 .

From

The Secretary to the Govt. of Mysore,
Public Works & Elec.Department.

To

(gl) M.S.E.B.,
The Chief Engineer, ~~(HES)~~,
Bangalore.

Sir,

Sub: As at Page 205 C/F.

I am directed to invite a reference to the Government letter ~~Memo~~ No. PWD 50 MGP60 dated 20.12.66 ~~the subsequent reminders of even number dated~~ and your ~~letter No. dated~~ on the above subject and to request you kindly to expedite your reply as the matter is urgent and long pending.

Yours faithfully,

27/4/67

for Under Secretary to Government,
Public Works & Elec.Deptt.

ghps:14966.

207

GOVERNMENT OF MYSORE

No. PWD.50 MGP.60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,.. 10 May *196* 7.

FROM

The Secretary to the Government of Mysore,
P.W.D. Electricity Department,
Bangalore.

To

The Chief Engineer (General),
Mysore State Electricity Board,
Bangalore.

Sir,

Sub:-Supply of power to the Gokak Mill Limited.

I am directed to invite a reference to the Govt. letter No. PWD 50 MGP 60 dated 20-12-66 on the above subject and to request you kindly to expedite your reply as the matter is urgent and long pending.

Yours faithfully,

(M.I.HUSSAIN)
SECTION OFFICER,
p.W.D.(M.I.)

Issued

Encls.....
Date.....10/5/67

No.DW. II-9(19)66
Government of India
Ministry of Irrigation & Power
*****

New Delhi, the 28th December, 1966.

To,

1. The Secretary to the Govt. of Maharashtra,
   Irrigation and Power Department,
   Bombay.

2. The Secretary to the Govt. of Mysore,
   Public Works Department,
   Bangalore.

Subject: Shortage of water felt by Mysore for drinking, industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore.

Sir,

I am directed to forward herewith a copy of summary record of discussions held at 10-30 A.M. on Friday, the 16th December, 1966, at Bombay, regarding shortage of water felt by the Government of Mysore for drinking, industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore, for information and necessary action.

YOURS faithfully,

Sd/(R.L.Mohan)
Under Secretary to the Government of India

Copy with a copy of the summary ~~record~~ record forwarded for information to :-

1. Shri D.B.Anand, Chairman Central Water & Power Commission, New-Delhi
2. Shri V.G.K.Murthy, Irrigation & Power Department, Govt. of Maharashtra Bombay.
3. Shri P.M. Mane, Chief Engineer, Govt. of Maharashtra, Bombay.
4. Shri Natu, Chief Engineer, Minor Irrigation, Govt. of Maharashtra, Bombay.
5. Shri Chandappa Patel, Secretary, Govt. of Mysore, P.W.D., Bangalore.
6. Shri Aminbhavi, Chief Engineer, Govt. of Mysore, Bangalore.
7. Shri Antin, Chief Engineer and Joint Secretary, P.W.D., Govt. of Mysore, Bangalore.

Sd. (R.L. Mohan)
Under Secretary to the Govt. of India.

(Copy)

Summary Record of discussions held on Friday the 16th December, 1966 at 10.30 a.M. at Bombay.

Present:

Government of India

Shri K.P.Mathrani, Secretary, Irrigation & Power
Shri D.B.Anand, Chairman Central Water & Power Commission.
Shri K.S.S. Murthy, Deputy Secretary, Irrigation & Power.

Government of Maharashtra

Shri V.K.Murty, Secretary, Irrigation and Power
ShriP.M.Mane, Chief Engineer.
Shri Watu Chief Engineer, Minor Irrigation.

Government of Mysore

Shri Chandappa Patel, Secretary, P.W.D.
Shri Aminbhavi, Chief Engineer.
Shri Antin, Chief Engineer & Joint Secretary, P.W.D.

Welcoming the officers of Maharashtra and Mysore Governments to the joint discussions, Shri Mathrani thanked the Maharashtra Govt. for the arrangements made for holding the discussions at Bombay. He briefly referred to the subject matter of the discussions viz; shortage of water felt by Mysore for drinking, industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore. He requested the Secretary P.W.D. Mysore and the Mysore Officers to explain their point of view first.

Shri Chandappa Patel explained the difficulties experienced by Mysore, particularly, during the last two years, in meeting the drinking and industrial water requirements of the towns along the banks of Hiranyakeshi and Ghataprabha, at Sankeshwar and Gokak respectively and on the Krishna at Usar. He referred to the erstwhile government of Bombay's sanction for Gotur and Kocheri weirs wherein certain commitments had been accepted in respect of minimum flows at Gokak. He also invited attention to the agreement between the Gokak mills and the Government of Bombay (now Mysore) for supplying specific quantities of water (69 Cusecs) for the mills. Shri Patel said that according to their information, Maharashtra had built a number of Bhandaras across these rivers and streams and had increased the abstraction of water. This had created serious difficulties in supply of drinking water to a number of towns located on the banks of these

rivers. The sugar factories at Ugar and Sankeshwar had to closed down much earlier.

Explaining the Maharashtra Government's point of view Shri Mane xxxx mentioned that the works under taken in recent years by the Maharashtra Government were all part of their minor irrigation programme and the construction of xxxxxxxxxx xxx Bhandaras etc. referred to by the Mysore Government was part of a programme of replacing the katcha Bhandaras built by the beneficiaries every year. Shri Mane stated that it was likely that there had been some small increase in the abstraction but by and large, these were the same as before. He mentioned that the total abstraction was of the order of 50 M.C.Ft.

After some discussions it was agreed that before considering any definite arrangements for resolving this problem it was first necessary to have complete data, from both sides, in respect of rainfall, irrigation development since 1955 to 1960 and 1960 to 1965 and list of works executed prior to re-organisation and after re-organisation. For this purpose it was decided that the two Chief Engineers, Sarvashri Mane and Antin should meet that afternoon and decide the form in which this data was to be compiled and x exchanged. It was also decided that this xxxxxxx exchange should be completed by the 10th January, 1967 and after giving about a week or two for study of the data, a further round of discussions should be held.

Shri Mane mentioned that there had been some late rains during this year and so the position should perhaps be better than last year. However, as a precautionary measure, it was decided that there should be no further commitments for water particularly, in respect of sugarcane, x in both the States.

Secretary, Mysore Government, was also requested to examine the agreement with Gokak mills to find out how far and to xxxxxxx what extent the commitment in respect of supply of water for power generation could be rescinded by means of supplying power from the Mysore grid. He was also requested to send a copy of the agreement to the Ministry of Irrigation and Power for examination.

Copy of letter No PWD 12 BRA 61 dated 17-4-67 from the Secretary to the Govt. of Mysore P.W.D. addressed to the Secretary to Govt. of India, Ministry of Irrigation & Power, New Delhi.

Sub:- Shortage of water felt by Mysore for drinking industrial and irrigation purposes in strams and rivers flowing from Maharashtra into Mysore.

Ref:- Your letter No.D.W.II-9(12)66 dated 23-12-1966.

I am directed to refer to your letter cited above, forwarding a copy of Summary Record of discussions held on Friday the 16th December 1966 at 10-30 A.M. at Bombay on the subject mentioned above and to send herewith as suggested in the above Proceedings, a copy of the agreement entered into between, the then Government of Bombay and the Gokak Mills Limited in respect of supply of water for power generation.

The receipt of the document may please be acknowledged.

Yours faithfully,
Sd/-(S.K.Mohan.)
Under Secretary to Government,
P.W.D.(Technical).

238
212

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

TELEGRAM

Address WORKSEC BANGALORE =

136

THE SECRETARY TO GOVT.PUBLIC
WORKS & ELECTRICAL DEPARTMENT
VIDHANASOUDHA,
BANGALORE-1.

Booking
Receipt
From
By

FIRST FOLD

/ 2105 A 1362 NEW DELHI 3 115/115

= REULET P.D 12 BRA 61 OF APRIL EIGHTEENTH (.) SUPPLY OF WATER TO GO[illegible]
MILLS FROM HIRANYKESHI RIVER (.) TWO FURTHER AGREEMENTS OF JULY 1894 A[illegible]
AUGUST 1897 APPEAR TO HAVE BEEN EXECUTED BETWEEN ERSTWHILE BOMBAY G
OVERNMENT AND GOKAK MILLS (.) FORMER GIVES RIGHT TO USE CERTAIN (50)
WATER POWER WITH OTHER RIGHTS AND LIABILITIES FOR 99 YEARS FROM TWENTIETH
MAY 1384 (.) LATTER REGARDING RAISING OF WEIR BY NINE INCHES (.) KINDLY
FURNISH COPY OF TWO AGREEMENTS TOGETHER WITH MYSORE GOVERNMENT, S VIEWS ON

MGIP Saat.—14 Telegraph (DGP&T)(65)—SPS/S-1/31[illegible](A)—3-9-65—200,000 Bks.

PTO

21)

C. No.

Date
Stamp

Time of { Booking
Receipt

From

By

INDIAN POSTS AND TELEGRAPHS DEPARTMENT

TELEGRAM

Address

FIRST FOLD

PROPOSAL WHETHER COMMITMENT IN RESPECT OF SUPPLY OF WATER FO
POWER GENERATION (100) COULD BE RESCINDED BY SUPPLYING POWER
FROM MYSORE GRID = IRRIGPOWER =

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number, office of origin, date, service instruc
(if any) and number of words.

This form must accompany any enquiry respecting this telegram.

MGIP Sant.—14 Telegraph (DGPT-65)—SFS/S-1/31.13(A)—3-9-65—200,000 Bks.

PTO.

2W PWD 2809/WF67.

Five original agreements (5) are placed below. May be referred to his Spl. I. Section for sending a reply to his Spl. Irrgn w.r. to his letter no. PWD 12 BPA 61

(2) Two booklets in original)

PWD (Spl. Irrgn).
No 332 Date 5.7.67.

240.
215

EXPRESS STATE TELEGRAM

WORKSEC
BANGALORE

REULET PWD 12 ERA 61 OF APRIL EIGHTEENTH (.) SUPPLY OF WATER TO GOKAK MILLS FROM HIRANYKESHI RIVER (.) TWO FURTHER AGREEMENTS OF JULY 1894 AND AUGUST 1897 APPEAR TO HAVE BEEN EXECUTED BETWEEN ERSTWHILE BOMBAY GOVERNMENT AND GOKAK MILLS (.) FORMER GIVES RIGHT TO USE CERTAIN WATER POWER WITH OTHER RIGHTS AND LIABILITIES FOR 99 YEARS FROM TWENTIETH MAY 1884 (.) LATTER REGARDING RAISING OF WEIR BY NINE INCHES (.) KINDLY FURNISH COPY OF TWO AGREEMENTS TOGETHER WITH MYSORE GOVERNMENT'S VIEWS ON PROPOSAL WHETHER COMMITMENT IN RESPECT OF SUPPLY OF WATER FOR POWER GENERATION COULD BE RESCINDED BY SUPPLYING POWER FROM MYSORE GRID

IRRIGPOWER

NOT TO BE TELEGRAPHED:

sd/-

(R.L. Mohan)
Under Secretary to the Government of India

No.DW.II-9(12)/66
Government of India
Ministry of Irrigation & Power
******

New Delhi, the 3rd July, 1967

Copy by post in confirmation forwarded to the Secretary to the Government of Mysore, Public Works and Electricity Department, Bangalore. As Secretary Ministry of Irrigation and Power is likely to go to Bombay on the 10th July, 1967, a copy of the two agreements togetherwith comments of the State Govt. may kindly be furnished to this Ministry immediately.

Copy also forwarded to the Secretary to the Government of Maharashtra, Irrigation and Power Department, Bombay.

Mohan

(R.L. Mohan)
Under Secretary to the Government of India

GOVERNMENT OF MYSORE

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, Dated, 13th July 1967.

No.PWD 12 BRA 61
Encl: Two Copies of Agreement.

From

The Secretary to the Govt. of Mysore,
Public Works & Electricity Dept.,

To

The Secretary to the Govt. of India,
Ministry of Irrigation and Power,
N e w D e l h i .

Sir,

Sub:- Shortage of Water felt by Mysore for drinking, industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore.

I am directed to refer to your telegram dated 4-7-67 and post copy of letter No.DW.II-9(12)/66 dated 3-7-67 received on the above subject and to enclose herewith copies of the two agreements entered into by the then Govt. of Bombay and the Gokak Mills Limited during the years 1894 and 1897 as desired.

The receipt of the documents may please be acknowledged.

13/7/67

13/7/67

Yours faithfully,

o/c

(S.K. Mohan)
Under Secretary to Govt., P.W.D. (Technical).

Copy of Agreement entered into by the then Government of Bombay and Gokak Mills Limited during the years 1894.

Presented at the Office of the Registrar of Belgaum between the hours of 12 and 1 P.M. on 27th August 1894.

(Signed) H. WOODWARD,
Registrar ~~Collector~~, Belgaum District.

(Signed) H. WOODWARD,
Collector, Belgaum District.

Received fees as follows:-

Registration fee	...	Rs. 10- 0- 0
Copying fees (folios) 55)	...	" 8- 9- 6
Extra fee for Registration by Registrar	...	" 4- 0- 0
Fee for one memorandum, Section66.		" 0- 8- 0
Total		Rs. 23- 1- 6

(The seal of the Registrar of Belgaum). (Singed) H.WOODWARD,
Registrar, Belgaum District.

General Stamp Office:
Bombay, 17th May 1894.

Certified that this document is exempt from stamp duty under Article 18 of Schedule II Act No.I of 1879.

(Signed) J.M. CAMPBELL,
Collector.

THIS INDENTURE, made the thirty-first day of July in the Christian year One thousand eight hundred and ninety-four BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter referred to as "the Lessor") of the one part, and THE GOKAK WATER POWER AND MANUFACTURING COMPANY, LIMITED (hereinafter referred to as"the Lesses"), of the other part.

WITNESSETH that in consideration of the cancellation and surrender of instrument or indenture dated the twenty-eighth day of May One Thousand eight hundred and eight-four, purporting to have been made between the lessor of the one part and James George Smith, of Liverpool,Esquire, and Charles Douglas and Magnus Mowat, of Bombay Esquires, of the other part, whereby the hereditaments hereinafter expressed to be hereby demised purported to be demised to the said James George Smith, Charles Douglas, and Magnus Mowat, and

ih ..
Contd. on page. 2...

in consideration of the rents and other payments hereinafter reserved and of the covenants and agreements on the part of the Lessee hereinafter contained, the lessor doth hereby demise unto the lessee all those pieces or parcels of land hitherto unoccupied situate in the villages of Dhupdal, Konnur, and Gokak, in the registration sub-District of Gokak, of the Belgaum District containing together by admeasurement one thousand and ninety-three acres and six gunthas or thereabouts, particularised with the dimensions, abuttals, and boundaries in the schedule hereto, and delineated on the plan hereto annexed, and thereon coloured yellow and comprised within a red line (the shrines or temples and the ground surrounding the same respectively, and also the arevice way or passage leading down to the falls of Gokak on the Ghataprabha river, which are respectively coloured purple on the said plan, being excluded from this demise), togetherwith the exclusive right to use the water power at the said falls of Gokak so far as the same shall be actually required for the works of the lesses hereinafter mentioned or referred to, and together with all buildings, erections, and constructions now upon the said lands hereby demised or any part thereof, And together also with liberty to build, erect, and maintain in and upon such parts of the said river and falls as about upon the premises hereby demised such weirs, sluices, or other works including the turbine house already erected thereon as may be necessary for the use for the purposes hereinafter mentioned of the said water power, And so far only as the user of the said water power, and the erection and maintenance of such works as aforesaid shall not injuriously affect any private rights or the rights hereinafter reserved to the lessor, And together with also full right and liberty during the continuance of this demise to cut, and take, and sell, and dispose of in any way for their own benefit all

Contd.... timber on page

timber or timber-like trees, grass and brushwood growing on the said lands herebydemised, And together also with full right and liberty to quarry, work, and get in or upon the said lands hereby demised all such stone, earth, and other meterial as may be required by them for or in the construction of erection of any of the buildings or works hereby authorised, as also (under such regulations as may be laid down by the Government of Bombay) for sale or for any other purpose, And together also with liberty to maintain at their own expense during the continuance of this demise the works already constructed by the lesses, and to construct and maintain at and during the like expense and period on the said river at the head of the repids and just below the pick-up works of the lesses such small works as the Government of Bombay shall sanction and approve of, in order to raise the dry season level of the water in the said reach to the extent of three feet or threreabouts, but not so as in any way to affect the flood discharges of the river the lesses hereby agreeing and undertaking that in the event of such last-mentioned works being found (by levels) seriously to obstruct the ford above Konur they will take such measures (to the satisfaction of the Government o f Bombay) as may be necessary to prevent the crossing of the river being impeded. And together also with full power and liberty at their own expense to make, construct, and maintain during the continouance of this demise through, over, and upon the Temple lands coloured purple on the said plan, a water channel or mill race from their intake works at the head of the repids to the edge of the cliff at the falls of Gokak, all such works being carried out under the supervision and to the satisfaction of an officer appointed for the purpose by the Government of Bombay, and in such manner that they will not interfere with the rights of the persons using the Temples on the river bank, Except and reserving unto the

Cantd...on page 4.. lessor and....

Lessor and other the owners and occupeirs (if any time being of the hereditaments adjoining the land hereby demised, and all persons claiming through or under them, full and free right of way and access to the said river and falls over the land hereby demised, to the same extent and in the same manner in all respects as such right of way and access have hitherto been possessed and enjoyed, and except and reserving to the lessor the full and free right and liberty at any time during the continuance of this demise to construct and erect near the said premises, and on and near the said river and falls, for the purpose of irrigation or storage, such dams, reservoirs, canals, sluices, and all necessary erections and constructions for the purpose of collecting and storing the water of the said river and falls as the lessor may consider expedient to construct and erect, TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised unto the lessees for the term of ninety nine years from the twenty-eighth day of May one thousand and eight hundre and eighty-four, YIELDING AND PAYING therefor during the said term in respect of the land hereby demised the certain yearly rent of Rupees two hundred and seventy-three and five annas(being at the rate of four annas per acre) by yearly payments on the first day of June in every year at the office of the Mamlatdar of Gokak, in the Belgaum District or at such other place as shall be appointed by the lessor that purpose, the first payment under these presents in respect of the said rent being made on the 11th day of One thousand eight hundred and eighty six. AND ALSO YIELDING AND PAYING in respect of the water supply t additional yearly rents or sums; that is to say, f right of use of continuous flow a seventeen cubic per second, to be measured as hereinafter provided, rent or sum of Rupees three thousand four hundred a by equal half-yearly payments on the first day of Ja and the thirteieth day of June in every

in every year at the office of the Executive Engineer for Irrigation in charge of the Government canal known as the Gokak Canal, or at such other place as shall be appointed by the lessor for that purpose, the first of such half-yearly payments under these presents being made on the twenty-fourth day of December One thousand eight hundred and eighty-seven , and the said yearly sum to continue payable whether the water is used by the lessees or not, for the right to use any extra continuous supply of water above seventeen cubic feet per second and not exceeding sixty eight cubic feet per second which the lessor shall upon the requsition of the lessees made as hereinafter provided supply the additional yearly sum of Rupees two hundred and thirteen for each such extra cubic foot per second so continuously supplied. And for the right to use any extra continuous supply of water above sixty-eight cubic feet per second and not exceeding one hundred and thirty -six cubic feet per second which the lessor shall, upon such requisition as aforesaid of the lessees, supply the additional yearly sum of rupees three hundred and fifty for each such extra cubic foot per second so continuously ~~supplied.~~ The said last-mentioned yearly sums respectively to become payable from the respective days on which the lessor shall, in accordance with any requisition of the lessees so made as aforesaid, begin to make the extra supply named in such rquisition, and to be paid by equal half-yearly payments on the days and at the place hereinbefore named for payment for the original supply, commencing in every case with the payment at the time of the half-yearly payment for the original supply next after the beginning of the extra supply of an apportioned ~~part~~ Part of the additional yearly payment for the period between the beginning of the extra supply and such next half-yearly time for payment as aforesaid, all or any of the said additional yearly sums or sums which may become payable shall so long as the water in respect of which it is payable is

continuously supplied continue to be payable and shall be paid thenceforward during the term hereby created, notwithstanding that the lessees may not required or use the water so supplied, and the lessees shall not be entitled to withdraw any requisition made by them for an extra supply and the measurement of the water to be supplied for the use of the lessees under these presents shall be made at the Government head works of the said Gokak Canal or at the outlet from any weir or reservoir specially provided to secure a supply in addition to that given from the said Gokak Canal, or if necessary at both such places, and the lessees shall be bound to accept as correct the usual gauge or register used for such purposes, PROVIDED ALWAYS, that the lessees shall be entitled to use, without making any payment therefore to the lessor, any water drawn from their own storage works, and also that no charge shall be leviable by the lessor for or in respect of any natural excess of water during the month of July, August, September, and Ocotber in any year used or available for use beyond the quantity in respect of which the yearly rents hereinbefore reserved shall for the time being have become payable and which excess of water the lessees are to be at liberty to use free of charge.

PROVIDED ALSO, that if the Secretary of State having done everything necessary on his part, by the erection and maintenance of storage and other works of adequate capacity, and suitable and sufficient for the purpose of ensuring to the lessees, the continuous supplies of water to which under these presents they may for the time being and from time to time be entitled, and having also done every-thing reasonably possible on his part to keep such storage works in proper repair and condition, and at all times supplied with water necessary and sufficient for the purposes of such continuous supplies, and having in all other respects

.....7

done his best to enable him to carry out the perform the terms of these presents, shall nevertheless be prevented by the Act of God, or the deficiency from natural causes of the normal supply of water from the river, or by the necessity for repairing the storage works in consequences of unforeseen damage or natural and ordinary wear and tear, not resulting from any neglect or failure on the part of the Secretary of State to maintain such works in good conditions, or from any other cause or causes beyond the control of the Secretary of State, from giving such continuous supply and the same shall in consequence at any time or times be interrupted or deficient, such interruption or deficiency shall not render the Secretary of State liable to any claim for damages for breach of contract; provided, so far as the same is capable of being remedied by repairing damage to the storage or to other works, he shall, as soon as resonably can be, make good such damage so as to enable the fully supply to be continued, but if and so long as the said interruption or deficiency shall exceed twenty-five per cent of the continuous supply of water to which under these present the lessees may for the time being be entitled, then and in such case, and so long as such excess continuous, and untill the same shall be remedied, the payment of all water rent to which the Secretary of State would otherwise be entitield hereunder shall be suspend d, PROVIDED ALWAYS, that if and so long as the said interruption or deficiency shall not exceed twenty-five per cent of the continuous supply of water to which under these presents the lessees may for the time being be entitled, then and in such case a deduction shall be made from the water rent for the time being payable or reserved under these presents, and such deduction shall be proportionable to the actual deficiency in the supply and shall bear the same proportion to the annual water rent for the time being payable or reserved in respect of such actual deficiency as the number of days during which the supply shall be so 8

interrupted or deficient as aforesaid shall bear to three hundred and sixty five.

AND THE LESSEES HEREBY COVENANT WITH THE LESSOR IN MANNER FOLLOWING; that is to say:-

1. To pay to the lessor, at the times and places hereinbefore respectively specified, the said yearly rents or sums, clear of all deductions.

2. To pay all existing and future taxes, rates, assessments, cesses, and outgoings of every description for the time being in anywise payable in respect of the land, here-ditaments and premises hereinbefore expressed to be hereby demised, or the buildings and works erected thereon.

3. To use the said demised lands solely as a site for and in connection with experimental or permanent works constructed or to be constructed thereon, and to furnish the same with machinery suitable for utilising the requisitioned water power of the said river and falls, and user whereof is hereby granted as aforesaid, for urposes of mechanical industry, but so that no omission or failure by the lessees to utilize the said water power or any part thereof shall be deemed to breach of convenant or agreement on their part under or within the meaning of these presents.

4. Not to pollute by the construction, establishment or operations of any such work the water of the river and falls or render if unfit to drink, and to make such arrangements and carry out such works as may be considered necessary by the lessor or his agent from time to time appointed for that purpose to prevent any such pollution or injury to the water aforesaid.

5. From time to time and at all times during the continuuance of this demise to sufficiently maintain and keep in repair the said work or works and the buildings and erections connected therewith.

6. Not to build or construct any works which will cause obstruction to the free flow of water below the canal weir

7. To permit the lessor, or his officers, servants, or agents, at all times in the daytime to enter upon the said premises and view the same and the works carried on there, and to furnish all such information in relation thereto as shall be required.

8. To make reasonable compensation to any tenant or tenants occupier or occupiers of land, and to any other person or persons whomsoever, for any damage or loss which may be sutained by him or them by reason or in consequence of the said works, or the exercise of the liberty hereby granted, or any-wise in relation thereto, or by reason of any matter or thing which may be done in pursuance of these presents.

9. To indemnify the lessor against all actions, suits, claims, and demands on account of any such damage or loss as a-foresaid.

10. Not to assign, underlet, or part with possession of the said premisses or any of them without the previous consent of the lessor. Provided, however, if the lessors shall furnish security to the satisfaction of the lessor by depositing, when called upon to do so, Government security to the amount of the capitalized value of the future rent payable under this lease, or if in case of a proposed undertaking of any portion of the said water rights the lessors shalldeposit as aforesaid Government security to the amount of the capitalized value of t the future rent payable in respect of the water rights so proposed to be underlet, the lessor shall not object to such assignment or under-letting.

11. At the expiration or sooner determination of the said, term, to deliver up to the lessor the said lands hereby demised, and all dams, embankments, drains, water-courses, warehouses, buildings, erections, gins, engines, pumps, machinery or plant, and other matters and things then standing or being thereon. Provided nevertheless, that unless the said term of ninety-nine years shallbe determined by re-entry under the power in that behalf herein-after contained, the lessers may remove for their own use all buildings or erections, engines or working tools,

P.T. O.

machinery, or plant belonging to them, then beingin, on, or about the said demised premises, or standing or being thereon, first giving to the lessor the option of purchasing such buildings or erections, engines, working tools, machinery, or plant, or any part thereof,, at a fair valuation.

12. PROVIDED ALWAYS, and these presents are on the express condition that if and whenever any part of the rents hereinbefore reserved shall be in arrear for twenty-one days, whether the same shall have been legelly demanded or not, of if and whenever there shall be a breach of any of the convenants and agreeements by the lessees herein contained, the lessor ~~may~~ any re-enter upon any part of the said premises in the name of the whole and repossess the same, together with all the buildings, erections, engines, working tools, machinery, and plant then being on the said premises, as fully and effectually as if these presents had never been made.

AND THE LESSOR DOTH HEREBY CONVENANT with the lessees in the manner following; that is to any:-

13. To provide for the use of the lessees from the said river and falls a continuous flow of seventeen cubic feet per second, measured as hereinbefore provided and also, unless prevented by unavoidable causes as hereinbefore provided for, within such periods as are hereinafter mentioned such extra continous supply of water, not exceeding altogether one hundred and thirtysix cubic feet per second as the lessees shall from time to time by requisition made or to be made in manner hereinafter provided require and be willing to pay for at the rates hereinbefore specified. In reference to such extra supply the following provisions shall have effect; (a) If the lessees shall at any time or times during the continuance of this demise give to the lessor notice in wirting specifying the additional number of cubic feet per second (but not less than ten cubic feet at a time) required by them beyond the said flow of seventeen cubic feet per second and upto fifty-one, making the total supply sixty-eight cubic feet per second, the lessor will, on or before the expiration of twenty-four calender months from the receipt of every such notice, supply the lesses continously with the additional quantity specified in such

notice or notices at the rate hereinbefore mentioned. (b) If when the lessees shall have given in the manner aforesaid a notice or notices requiring inclusively of the said seventeen cubic feet per second a total supply of sixty-eight cubic feet per second the lessees shall require a further supply of and shall give to the lessor a notice or notices in writing of such requirement, not exceeding in the whole a further supply of sixty-eight cubic feet per second (making with the former supply one hundred and thirty-six cubic feet per second), the lessor will on or before the expiration of thirty-six calen-der months from the receipt of suchnotice, if the whole of such further supply is thereby required, or the first of such notices if part only is required, and on or before the expiration of twenty-four calender months from the receipt of the second or any subsequent notice, supply the lessees with the additional quantity spedified in such notice or notices respectively at the rate hereinbefore mentioned. PROVIDED ALWAYS, that no such notices as aforesaid in respect of the last-mentioned further supply of sixty-eight cubic feet per second, shall require less than seventeen cubic feet per second. PROVIDED ALWAYS, and it is hereby expressly agreed, that if the lessor, having used reasonable diligence, shallbe unable to supply any additional quantity required in excess of the first sixty-eight Cubic feet per Second until the expiration of 48- calender months from the receipt of any such notice or notices as afore-said of the lessees given in respect of the further or second sixty-eight cubic feet per second be shall not be liable or answerable for any loss or damages incurred or sustained by the lessees in consequence of or incident to such delay. (c) If the lessees shall at any time here-after require and the lessor shallbe in a position to furnish with reasonable facility and without unreasonable expense a supply larger than of one hundred and thirty-six cubic feet per second guarnteed as aforesaid, the lessor will furnish any reasonable additional supply at rates to be hereafter settled, by the lessor shallhave the absolute and indisputable power of deciding whether he is or is not in a position to furnish with reasonable facility and without unreasonable expense any additional supply.

P.T.O.

14. If the lessees shall pay rents hereinbefore reserved and payable, and perform and observe the convenants reserved and payable, and perform and observe the convenants and agreements by them herein contained, they may at all times during the said term peaceably and quietly hold and enjoy the premises hereinbefore expressed to the hereby demised without the interruption or distrubance of the lessor, or of any other person or persons whomsoever lawfully claiming from under or in trust for him.

15. PROVIDED ALWAYS, and it is hereby agreed, that if at any time during the continuance of this demise the lessees shall require a supply of water larger than one hundred and thirty-six cubic feet per second, and shall be willing at their own expense to construct the necessary storage works for that purpose, they shall be entitled to do so (but so as not to prejudice or interfere with the supply of the said one hundred and thirty-six cubic feet per second, or the then existing irrigation works of the lessor, or the then existing supply of water to any person who, in the opinion of the Government of Bombay, may be entitled to the enjoyment of the use of the said river water, and to store therein water from the said river and falls and to use all water drawn from such storage works without making any payment therefore to thelessor.

PROVIDED ALSO, and it is hereby agreed, that for the purpose of constructing any such storage works it shallbe lawful for the lessees to quarry for, take, and use free of charge any stone or other materials in and from any land for the time being unoccupied or unused for any other purpose of the lessor in the neighbourhood of such works within limits to be agreed upon by the lessor.

16. And it is hereby agroed that if on the expiration of the term hereby granted the lessor shall not exercise his option of purchasing the buildings, engine, working tools, machinery and plant, or any part thereof, under the provision in that behalf hereinbefore contained the lessees shalland will at their own expense remove all buidlings, enginees, working tools, machinery, and plant from the said demised premises within six calnder months from the date of the expiration of the said term, in default whereof the said buildings, engines, working tools machinery and plant shallon the expiration of the said six months become the property of the lessor.

P.T.O.

17. PROVIDED ALWAYS, and it is hereby agreed and declared between and by the parties hereto, that if the lessor shall at any time during the continuance of the demise desire to enjoy any new right of way over the premises hereby demised or any part thereof, the lessees shall and will grant the same to the lesser on payment of reasonable compensation for any damage that may be thereby to them occasioned.

18. And it is hereby agreed that if, on the expiration of the said term hereby granted, the lessees shall be desirous of taking a renewed lease of the said premises hereby demised, and of such desire shall, prior to the expiration of the said term, give to the lesser six calender months' previous notice in writing by delivering the same or causing the same to be delivered either at the India office in London, or at the Office of the Chief Secretary to the Govt. of Bombay in Bombay, and shall pay the rents hereby reserved, and observe and perform the several covenants and agreements herein cotained, and on the part of the lessees to be observed and performed up to the expiration of the said term hereby granted, the lessor will upon the request and at the expense of the lessees, and upon their executing and delivering to the lessor a counterpart thereof, forthwith execute and deliver to the lessees a renewed lease of the said premises for such further term at such rent or rents and under and subject to such covenants, provisoes, and agreements, as the lessor shall think necessary or proper but in settling the rent to be paid any increase in the value of the property arising from buildings or works erected or executed thereon during the first term of ninety-nine years shall not be taken into account.

19. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED, that if any doubt, difference, or dispute shall arise between the lessor and the lessees touching the matters in respect of which compensation ought to be made in pursuance of these presents or touching the amount of such compensation,

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or the price to be paid in respect of any of the things to be purchased in pursuance of these presents or touching these presents or any clause or thing herein contained, or the construction hereof, or any matter in any way connected with these presents or the operation hereof, or the rights, duties, or liabilities of either party in connection with the premises then and in every or in any such case the matter in difference shall be referred to and decided by two arbitrators, one to be named by the lessor, and the other by the lessees, or if the arbitrators differ then to and by an umpire to be chosen by them before entering upon the arbitration andif either party shall fail to name an arbitrator who neglects to act or to proceed with due diligence in the business of the arbitration or who will not join in naming an umpire, then to and by the arbitrator named by the other party, and the decision of such arbitrators or arbitrator or umpire, as the case may be, shall be final.

20. And it is hereby agreed and declared that if the lessor shall with reasonable diligence and expedition construct of proceed with the construction of any works, dams, or reservoirs which may be necessary to provide for the use of the lesses from the said river and falls such extra continnuous supply of water as the lessees shall in accordance with provisions of these presents require beyond the continuous flow of seventeen cubic feet of water per second first hereinbefore mentioned, the lessees will not make any claim for damages or compensation in respect of the non-compliance by the lessor with a requisition for the extra supply of twenty cubic feet of water per second dated the fourteenth day of May One thousand eight hundred and eighty-six and delivered under the provisions of the said instrument or indenture of the twenty-eighth day of May One thousand eight hundred and eightu-four, and will indemnify the lessor againt any such claim made by or on behalf of any other person or persons claiming under or by virtue of the same instrument

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/r indenture.

21. PROVIDED LASTLY, that the expression "the lessees" hereinbefore used shall, unless such an interpretation is inconsistent with the context include their sucessors and assigns.

In witness whereof the Right Honourable the Governor of Bombay in Council for and on behalf of the said Secretary of State for India in council hath caused Hillersden Woodward, Collector Belgaum District, to set his hand and seal on behalf of the said Secretary of State for India in Council to one part of these presents and Charles Douglas under Power of Attorney dated the fifteenth day of July One thousand eight hundred and ninety-one as Attorney for and on behalf and in the name and as the act and deed of the Gokak water and Manufacturing Company, Limited, as to another part of these presents set his hand and seal the day and year first hereinbefore written.

Signed, sealed & delivered by Hillersden Woodward, Esquire, the Collector of Belgaum, in the presence of -

(Signed) H.WOODWARD,
Collector of Belgaum.

(Signed) "VENKATRAO SUBRAO KOPPIKAR"
Chitnis.

(The seal of the Collector of Belgaum)

(Signed) "BHIMARAO RANGRAO HOAHAL"
Head Clerk.

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THE SCHEDULE above referred to,
CONTAINING THE DESCRIPTION AND BOUNDARIES OF LANDS DEMISED.

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PLOT I.- Portion of unassessed unculturable Government waste, Tevision Survey, No.173, of Dhupdal, Taluka Gokak, measuring 143 acres, 18 gunthas.

Bounded on the north by Revision Survey, Nos. 182, 168, 169, 170, 171 and 172, of Dhupdal.

Bounded on the east by old Revenue Survey, No.40 of the Inam Village of Kurbet.

Bounded onthe South by Old Revenue Survey, No.64 of the Inam Village of Singnapur, a portionof the reserved portion of revision Survey No.173 (the boundaries of which are to the north Inam Revision Survey, No. 174, extending from the south-east corner towards the west up to the trigonometrical station mark 2082.35, to the east portion of Revision Survey, No.173, to the south Signapur Old Revenue Survey No.64, and to the west portion of Revision Survey No. 173), and by the high flood level line up to the South-east corner of - Revision Survey, No. 175.

Bounded on thewest by Revision Survey, Nos.175, 176 and 181 of the Village of Dhupdal.

PLOT II.- Portionof unassessed unculturable Government waste, Revidon Survey No.244 of Gokak, Taluka, mearuring 312 acres, 10 gundhas.

Bounded onthe north by the high flood level line shown on the map in blue colour, Revision Survey, Nos. 243, 242 and 241, of the Village of Gokak.

Bounded on the East by Revision Survey, Nos. 240. 238, 237 234, 233 and 265 of Gokak.

Bounded on the ~~east~~ South by Revision Survey, No.265, of Gokak, and Nos. 654 and 655 of Konur.

Bounded on the west by trigonometrical station mark 2078, and by portionof land covered with boulders and scrub at the foot of the precipice.

PLOT III.- Portion of unculturable unassessed Government waste, Revision Survey, No.654, of the Village of Konur, Taluka Gokak, measuring 267 acres, 24 gunthas.

Bounded on the north by road from Knur to Gokak, running west to east from trigonometrical stationmark 2001.58, as far as to a point about 100 feet to theeast of the road leading to temples whence a line running at right angles to the road, and by portion of land covered with boulders and scrub at the foot of the precipice, including the crevice and Revision Survey, No.244, of Gokak.

Bounded onthe east by Revision Survey No. 244, of Gokak.

Bounded on the south by Revision Survey, No.655, of Konur.

Bounded onthewest by Revision Survey, No.653, of Konur.

Contd. onpage 18 PLOT IV.-

PLOT IV.- Unassessed unculturable Government waste, Revision Survey, No.655, of the Village of Konur, Taluka Gokak, measuring 369 acres, 34 gunthas-

Bounded on the north by Revision Survey, No.654 of Konur.

Bounded on the east by Revision Survey, No.244 and 265, of Gokak.

Bounded on the South by Revision Survey, No.656, of Konur,

Bounded on the west by Revision Survey, No. 653, of Konur, trigonometrical station mark 2001.58.

H. Woodward, Esquire, Collector of Belgaum, executing party, resident at Belgaum, admits execution. He is himself Registrar.

Dated 27th August 1894.

(Signed) H.WOODWARD,

Collector, Belgaum District.

(Signed) H. WOODWARD,

Registrar, Belgaum District.

Registered No.28 A at pages 50 to 90. Volume II of Book No.1 3rd October 1894.

(Signed) H. WOODWARD,

Registrar, BelgaumDistrict.

(The Seal of the Registrar of Belgaum.)

Dated 31st July 1894

THE SECRETARY OF STATE FOR
INDIA INCOUNCIL

TO

THE GOKAK WATER POWER AND
MANUFACTURING COMPANY,
LIMITED.

LEASE

For 99 years from the 28th day of May
1884 of Water Power and Land at
Gokak in the Southern ~~Mahratta~~ Mahratta
Country.

Copy

Section Officer

...M.G.S.

Copy of Agreement entered into by the then Government of Bombay and Gokak Mills Limited during the year 1897.

Stamp Rs.130)

Stamp rupees one hundred and thirty only.

JOHN
~~HOHR~~ MAIDMENT,
Assistant Superintendent of
Stamps.

Bombay General Stamp Office:
25th June 1897.

Certified under Section 31 of Act 1 of 1879 that the full stamp duty Rupees Rs.(130) Onehundred and thirty only, with which this instrument is chargable has been paid.

(Sd/-) R.M. KYNNEDY,
Collector,
Daily No.1.

Presented at the office of Registrar of Belgaum between the hours of 2 and 3 P.M. on the 7th Oceober 1897.

Sd/- W.W. DREW,
Collector, Belgaum District.

Sd/- W.W. DREW,
Registrar, B.D.

Received fees as follows;

	Rs	A	P
Registration fee	20	0	0
Copying Fee (28 folios)	4	6	0
Extra fee for Registration by Registrar.	4	0	0
Fee for one memo under Section 66.	0	8	0
Total:	28	14	0

Sd/- W.W. DREW,
Registrar, B.D.

Adjudication fee paid Rs.5.

THIS INDENTURE made the Twentieth Day of August one thousand eight hund red and ninety. seven BETWEEN THE SECRETARY OF STATE FOR INFIA IN COUNCIL hereinafter referred to as the Lessor of the one part and THE GOKAK WATER POWER AND MANUFACTURING COMPANY LIMITED hereinafter referred to As the Lessees of the other part WHEREAS by Indeture of Lease dated the 31st July 1894 made between the parties hereto registered by the Registrar of Belgaum under No.28 A. at the pages 50 to 90 Volume II of Book No.1) several pieces or

parcels of land in the said lease particularly described situate in the villages of Dhupdal Konnur and Gokak in the registration sub-district of Gokak of the Belgaum District with the right to use certain water power and without other rights and liberties in the said Indeture also particularly described were demised to the said Lessees for the term of 89 years from the 28th day of May 1884 subject to the payment of the rent and upon the covenants terms and conditions in the said Indenture contained and WHEARIAS the Lessees have under the provisions of the said lease requisitioned the Lessor for and have for some time past been receiving and paying for a supply of water equivalent to 58 (fifty -eight) cubic feet per second continuous and have requested the Lessor to permit them to raise their pick-up weir nine inches and to so modify the terms and conditions of the said lease that the equivalent of the supply the lessees are for the time being entitled to may be taken intermittently so as to suit their working arrangements and the parties hereto have agreed to modify the terms and conditions of the said lease to the extent and in manner hereinafter appearing NOW IT IS HEREBY AGREED AND DECLARED THAT THE SAID Lessees shall be at liberty to construct and maintain at their own expense during the continuance of the demise the pick-up ~~weir~~ wear of the said lessees on the river at the hand of the rapids to a height not exceeding reduced level 1983.75 as shown in the annexed tracing sheet No.2, signed by the Government Executive Engineer in charge of the Gokak Canal and IT IS HEREBY ALSO AGREED AND DECLARED BY AND between the parties hereto that so long as the Lessees do not requisition the lessor for a supply of water in excess of 68 (sixty-eight) cubic feet per second continuous and in case of any such requisition until the Lessor shall give notice to the Lessees determining this agreement as hereinafter provided the supply or right to the supply of water to which the Lessees shall.

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for the time being be entitled shall notwithstanding anything in the said lease contained be regulated and paid for in manner hereinafter appearing and instead of the clauses and words in the said lease contained commencing 'AND ALSO yielding and paying in respect of the water-supply' down to and including the words 'shall bear to three hundred and sixty-five the clauses numbered 1 to VII hereinafter appearing shall be read and substituted in the lease in lieu thereof viz.,

1. The Lessees shall whenever they require water to be delivered give to the Government Engineer or subordinate in immediate charge of the Lessers headworks at the said Gokak Canal notice in writing signed by the duly authorised agent of the Lessees specifying the quantity of water in terms of cubic feet per second required during the following day and the time of its requirement provided however that (a) a supply shall not be required at the mills excepting between the hours of 5 a.m. and 7 p.m. (b) a supply shallnot be required for more than 78 (seventy eight) hours in any one week commencing with a Sunday and the total quantity required in any one week shall not in the aggregate exceed the equivalent quantity for which the Lessees may for the time being be paying for or entitled to under the lease (c) a supply shall not be demanded when not required for the works of the Lessees nor during holidays or other occasions of cessation from work except for the purpose of replenishing the storage of the Lessees as impounded by their pick-up weir aforesaid up to the level of the crest thereof namely reduced level 1923.75 as aforesaid (d) if the supply drawn in any one week commencing with the Sunday shall fallshort of the equivalent of the number of cubic feet per second continuous to which the Lessees shall for the time being be paying for and entitled the Lessees shall not be entitled to make up the deficiency in any other week.

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II. The Government Engineer or subordinate in immediate charge of the headworks shall endeavour to regulate the supply as far as he reasonably can according to such written notices but he shall not be bound to give in any one week a supply that shall exceed the equivalent of the number of cubic feet per second continuous for which lessees shall for the time being be paying for and entitled to.

III. The Lessees shall in addition to the rent payable for the land under the terms of the lease pay to the lessor at the office of the Executive Engineer in charge of the Government canal at Gokak or at such other place as shall be appointed by the Lessor for that purpose and whether the water is required and supplied or not in respect of the water-supply the following sums and rents that is to say (a) THE COST OF the establishment from time to time employed by the Lessor for the purpose of providing for and regulating the intermittents supply of water and all charges incidental thereto and also all costs charges damages and expenses whatsoever which the Lessor may in any way be put to or incur in providing for or regulating the water-supply intermittently or which may be attributable to or result from delivering the supply intermittently instead of continuously. The said establishment charges shall be paid monthly and the other payments shall be made as and when demanded, (b) FOR THE RIGHT TO HAVE each week during the continuance of the lease a supply of water not exceeding the equivalent of a continuous flow of 58 (fifty eight) cubic feet per second to be measured as hereinafter mentioned the yearly rent or sum of Rs.12,183(Twelve thousand one hundred and eighty three) by equal half-yearly payments on the first day of January and the 30th day of June in ev-ery year (c) FOR THE RIGHT TO HAVE each week during the continuance of the demise the equivalent of an extra continuous supply of 10(ten) cubic feet per second.

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which the Lessor shall supply or be ready to supply upon the requisition of the Lessees made in the said lease provided the additional yearly rent or sum of Rs. 213 (two hundred and thirteen) for each such extra cubic foot (d) AND FOR THE RIGHT TO HAVE EACH WEEK DURING the continuance of the demise the equivalent of any extra continuous supply of water above 68 (sixty-eight) cubic feet per second and not exceeding the equivalent of 136 (one hundred and thirty-six) cubic feet per second which the Lessor shall supply or be ready to supply upon the regquisition of the Lessees made as in the said lease provided the additional yearly rent or sum of Rs. 350 (Three hundred and fifty) for each such extra cubic feet such last mentioned yearly sums to become payable from the respective days on which the Lessor shall in accordance with any requisition of the Lessees so made as aforesaid begin to make the extra supply named in such requisition or shall declare that he is prepared to give such extra supply and shall be paid by equal half-yearly payments on the days hereinbefore named for the payment of the present supply commencing in every case with the payment, at the time of the half-yearly payment for the present supply next after the beginning of the extra supply of an apportioned part of the additional yearly payment for the period between the beginning of the extra supply and such next half-yearly time for payment as aforesaid.

IV. All or any of the said sums or rents which may become payable shall so long as the Lessor is prepared to give the supply to which the Lessees are for the time being entitled hereunder continue to be payable and shall be paid theneceforward during the continuance of the lease notwithstanding the Lessees may not require or use the water and the Lessees shall not be entitled to withdraw any requisition made by them for an extra supply.

V. The measurement of the water shall be made at the Government head-works of the said Gokak Canal or at the outlet from any weir or reservoir specially provided to secure a supply in addition to that given at the said head works or if necessary at any or all such places and the Lessees shall be bound to accept as correct the usual gauge or register used for such purposes.

Vi. Provided always that the Lessees shall be entitled to use without making any payment therefor to the Lessor any water drawn from their own storage work beyond the quantity supplied thereto from the works of the Lessor in respect of which the yearly rented herewin before reserved shall for the time being have become payable. And also that no charge shall be leviable by the Lessor for or in respect of any natural excess of water during the months of July, August, September and October in any year used or allowed to flow from the said head-works of the Gokak Canal with or in addition to the supply in respect of which the said yearly rents shall for the time being have become payable.

Vii. Provided always that the Lessor shall not be responsible in case of any failure in the working arrangements for the regulation of the intermittent supplies required by the Lessees from whatever cause it may occurs it being expressly understood and declared that the Lessor will endeavour to secure the efficient working of the gates and sluices for the purpose of the intermittent supply but undertakes no responsibility in the matter AND PROVIDED ALSO that if the Lessor having done everything necessary on his part by the erection and maintenance of storage and other works of adequate capacity and suitable and sufficient for the purpose of ensuring to the Lessees the supplies of water to which under these presents they may for the time being and from time to time be untitled and having also done everything reasonably possible on his part to keep such storage

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works in proper repair and condition and at all times supplied with water necessary and sufficient for the purposes of such supplies and having in all other respects done his best to enable him to carry out and perform the terms of these presents shall never the less be prevented by the Act of God or the deficiency from natural cuases of the normal supply of water from the river or by the necessity for repairing the storage works in consequence of unforeseen damage or natural and ordinary wear and tear not resulting from any neglect or failure on the part of the Lessor to maintain such works in good condition or from any other cause or causes beyond the control of the Lessor from giving the supplies to which the Lessees are for the time being entitled hereunder and the same shall in consequence at any time or times be interrupted or deficient such interruption or deficiency shall not render the Lessor liable to any claim for damage for breach of contract provided so far as the same is capable of being remedied by repairing damage to the storage or work or to other works he shall as soon as reasonably can be make good such damage so as to enable the full supply to be continued but if and so long as the said interruption or deficiency shall exceed 25(twenty five) percent. of the supply of water to which under these presents the Lessees may for the time bieng be entitled, then and in such case and so long as such deficiency continues and until the same shall be remedied the payment of the yearly water rent to which the said Lessor would otherwise be entitled hereunder shall be suspended. Provided always that if and so long as the said interruption or deficiency shall not exceed 25(twenty five) percent of the supply of water to which under these presents the Lessees may for the time being be entitled then and in such case a deduction shall be made from the yearly water rent for the time being payable hereunder and such

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deduction shall be proportionate to the actual deficiency in the supply and shall bear the same proportion to the annual water rent for the time being payable in respect of such actual deficiency as the number of days during which the supply shall be so interrupted or deficient as aforesaid shall bear to 365.

VIII. It is hereby also agreed and declared by and between the parties hereto that all the convenants provisoes and agreements in the hereinbefore recited long as this agreement is in force continue in force and be read and construeds in connection with the provisions hereof and whenever a continuous supply is referred to the equivalent of such continuous supply shall be deemed as referred to.

IX. In the even-t of notice being given by the Lessees to the Lessor requiring a continuous flow or the equivalent of a continous flow of water in excess of 68(sixty-eight) cubic feet per second the Lessor shall be at liberty at any time thereafter by 6(six) months notice in writing delivered to the Lessees or their Agents or left on the promises by the said lease demised to determine and put an end to this agreement and after the expiration of the time mentioned in such notice this agreement shall oe at an end save as regards obligations and liabilities accrued or incurred thereunder and thereafter the said Lessor shall not be bound to give the water-supply intermittenly or otherwise than as mentioned in the said lease and the said lease shall as from the date that this agreement is so determined have effect and be read and interpreted as if it has not been modified by this agreement but the Lessees shall nevertheless be allowed to retain their pick-up weir at the height hereinbefore agreed upon.

IN WITNESS whereof the Right Honourable the Governor of Bombay in council hath caused Hilleraden Woodyard the Collector of the Belgaum District to set

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his hand and seal on behalf of the said Secretary of State for India in Council to one part of these presents and Charles Douglas under Power-of-Attorney dated the twenty -fifth day of January eighteen hundred and ninety-seven as atterney for and on behalf and in the name and as the act and deed of the Gokak water Power and Manufacturing Company Limited has to another part of these presents set his hand and seal the day and year first hereinbefore written.

Signed Sealed and delivered by H.Woodward, the Collector of Belgaum in the Presence of Two Witnesses.

Sd/- H.Woodward.

Seal of the Collector of Belgaum.

Sd/- BHIMRAO R. JALIHAL.,
Head Clerk to the Collector of Belgaum.

Sd/- M.S. Koppikar.,
Citnis to the Collector of Belgaum.

H.WOODWARD,Esquire, Collector of Belgaum, executing party is exempt from personal appearance under section 88 of the Indian Registration Act III of 1877. His signature and seal are known to the undersigned Registrar.

Sd/- W.W.Drew
Registrar. B.D.
7th October 1897

Registered No.3A at pages 151 to 166, Volume II of Book No.1.

Sd/-W.W.Drew,
Registrar, Belgaum Dist.
13th October 1897.

The seal of the Registrar of Belgaum.

// True Copy //

Section Officer

M.G.S.

Draft.

No.PWD 50 MGP 60

To

The Chairman,
Board of Director,
The Gokak Mills Limited,
Forbes Buildings,
Home Street, Bombay-1.

Sir,

Sub:- Supply of water to the Gokak Mills Ltd.,

I am directed to state that the Minister for Public Works and Power, Govt. of Mysore, desires to discuss with the Representatives of the Mills on 22-8-1967 at 11-00 A.M. in his Chambers at Vidhana - Soudha, Bangalore, the subject of continuance of supply of water to Gokak Mills considering ~~the supply of power to~~ that the power required by the Mills is being supplied from the Sharavathy Power Lines. I am to request you kindly to attend the same.

Yours faithfully,

U.S.,P.W.D. (Technical).

Copy to the Chief Engineer, Irrigation Projects, Bangalore.

Copy to the Chief Engineer, M.S.E.B.,Bangalore. with a request to attend the Meeting. The note called for in Govt. letter of even number dated 20-12-66 may please be furnished immediately.

U.S.,PWD (Technical).

Copy to the P.S. to the Minister for P.W. for information.

Copy to the P.A. to the Secretary to Govt.,P.W.& E. Dept. for placing this before the Secretary.

U.S.,PWD (Technical).

GOVERNMENT OF MYSORE
PUBLIC WORKS DEPARTMENT

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No.PWD 30 MSP 60

Mysore Government Secretariat,
Public Works Department,
Vidhana Soudha,
Bangalore, dated, 8-8-1967.

From

The Secretary to the Govt. of Mysore,
Public Works Department, Bangalore.

To

The Chairman,
Board of Directors,
The Gokak Mills Limited,
Forbes Buildings,
Home Street, Bombay-1.

Sir,

Sub: Supply of water to the Gokak Mills Ltd.

I am directed to state that the Minister for Public Works and Power, Government of Mysore, desires to discuss with the Representatives of the Mills on 22-8-1967 at 11-00 A.M. in his Chambers at Vidhana Soudha, Bangalore, the subject of continuance of supply of water to Gokak Mills considering that the power required by the Mills is being supplied from the Sharavathy Power Lines. I am to request you kindly to attend the same.

Yours faithfully,

Sd/-
(S.K. Mohan),
Under Secretary to Government,
Public Works Department(Technical).

Copy to the Chief Engineer, Irrigation Projects, Bangalore.

Copy to the Chief Engineer, Mysore State Electricity Board, Bangalore with a request to attend the meeting. The note called for in Govt. letter of even Number dated 20-12-1966 may please be furnished immediately.

Sd/-
Under Secretary to Government,
Public Works Department.

Copy to the Private Secretary to the Minister for Public Works for information.

Copy to the P.A. to the Secretary to Govt. P.W.& Elecy. Deptt. for placing this before the Secretary.

Under Secy. to Govt.PWD.

PKT:5-8-1967.

245

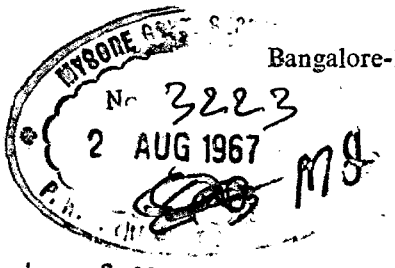
MYSORE STATE ELECTRICITY BOARD

Telephone No. 22110
Telegraphic Address "MYSELB"

Office of the
Chief Engineer, Electricity (General)
Post Bag No. 315
Bangalore-1

No. T/G/1A/19/247/ 859) Dated 31 July 1967.

Encl.



(Mysore State)

The Secretary to Govt. of Mysore,
Public Works Department,
Bangalore.

S i r,

Sub: Starred L.A.Qn.No. 548 by Sri A.R. Panchagavi.

Ref: Memo No. PWD 10 MLA 67 dated 6.5.67.

--

With reference to the above, Items (a), (b), (c) of the question do not pertain to M.S.E.B. A note in reply to item (d) of the L.A. question is furnished.

Hydel power to an extent of 3000 kVA. is being supplied to M/s Gokak Mills from 21.3.66.

In this connection, it has to be stated that on a representation from the party for permission to retain their hydro plant to generate power to the extent of demand that arises over and above the demand contracted with the Board and also to utilise the same during break-downs of power supply from the Board, permission was accorded by the Board to retain their generating plant as a special case as water supply to these generating plants is covered by an agreement with the Government. This fact has also been reported to Government in Board letter No. A10/6207/65-66 dated 28.7.66 addressed to the Secretary to Government of Mysore, P.W.D. Bangalore in reply to Government letter No. PWD 72 EPS 66 dated 15.2.66. The total hydro plant capacity of Gokak Mills is 2500 kW.

p.t.o.

The Board is in a position to cater the entire power supply demand of the Mills.

The question of continuing or otherwise of the water agreement with M/s Gokak Mills to utilise water to their hydro plants without affecting supply of water to irrigation purposes is a matter to be examined by the concerned Department.

Draft approved by Chief Engineer, Electricity (General)

Yours faithfully,

for Chief Engineer, Electricity (General)

Submitted for perusal. A meeting is proposed to be held on 22.8.67 with the representatives of the Gokak Mills. This will be placed in that file. Please also examine PWD 72, RPS GO + Opinion

3/8

3/8

File no. PWD 10 HLH 67 has been submitted to the Minister for PWD. This will be placed in the meeting file

Spoken

9/8

9/8

247

THE GOKAK MILLS LTD.

MANAGING AGENTS: FORBES FORBES CAMPBELL & CO. LTD.

REGISTERED OFFICE: FORBES BUILDING, HOME STREET, POST BOX NO. 79, BOMBAY 1.
TELEPHONES: 268081 (10 LINES). TELEGRAMS: YESTERMORN. TELEX: TLX 369, ANSWER BACK STEAMERS BY.
MILLS AT GOKAK FALLS, MYSORE STATE.

11th August, 1967.

EXPRESS DELIVERY.

Shri S.K. Mohan,
Under Secretary to Government,
Public Works Department (Technical),
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.

Dear Sir,

SUPPLY OF WATER.

We thank you for your letter Ref. PWD 50 MGP 60, dated 8th August, 1967.

As advised on the telephone to-day, we shall be pleased to meet the Hon. Minister for Public Works and Power, as directed.

The Chairman of our Company is at present in the U.K. and the Acting Chairman will also be on tour on 22nd August, 1967. We have therefore, asked you please to request the Hon. Minister to postpone the meeting to any day on or after 29th August, (preferably 30th August, but dependent entirely on the Hon.Minister's convenience).

In case it is not possible to postpone the meeting, we shall depute a Senior Officer of the Company to Bangalore at the time and date stipulated in your letter.

We shall be grateful if you can let us have an early reply.

Assuring you of our best attention, we are, dear Sir,

Yours faithfully,
FOR: THE GOKAK MILLS LIMITED.

D. Lindan

DJM:BP.

Jain 14/8

RS 14/8/67

Submitted for perusal. The connected file has been submitted to the Minister for PWD today. This may be referred to the O.S. to the Minister for PWD for obtaining the orders of the Minister for PWD on the request made above.

14/8

14/8

Sub:- as on Page 244 Cf

To,

The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Buildings,
Home Street, Bombay-1

Sir,

Ref:- Your letter dated 11-8-67
regarding postponement of
the meeting fixed on 22/8/67

I am directed to state that
as requested in your letter cited,
the meeting on the subject is proposed
to be held in the Chambers of the
Minister for PWD at Vidhana Soudha,
Bangalore-1 on 30.8.67 at 3.00 P.M.

I am to request you kindly
to attend the same.

Yours

for

(V.S.C.)

Copy to the C.E. (OP), Bangalore

Copy to the CE., Kyeom Grid Electricity Board for in view a Request to attend the meeting. The order called for in this office letter of even no. dated 20.12.66 may be expedited as already requested.

U&(T)

Copy to the P.S. to the Minister for P&I.

Copy to the P.A. to the Secretary, P&I D

250

GOVERNMENT OF MYSORE

MYSORE GOVERNMENT SECRETARIAT,
'VIDHANA SOUDHA'
BANGALORE, Dt: 17-8-'67.

No.PWD 50 MGP 60.

From

The Secretary to Govt. of Mysore,
Public Works Department.

To

The Chairman,
Board of Directors,
The Gokak Mills Ltd.,
Forbes Buildings,
Lome Street, Bombay-1.

Sir,

Sub:-Supply of water to the Gokak Mills Ltd.

Ref:-Your letter dated 11-8-67 regarding postponement of the meeting fixed on 22-8-67.

I am directed to state that as requested in your letter cited, the meeting on the subject is proposed to be held in the chambers of the Minister for Public Works at Vidhana Soudha, Bangalore-1, on 30-8-67 at 3.00 p.m.

I am to request you kindly to attend the same.

Yours faithfully,

Sd/-
(S.K.Mohan)
Under Secretary to Govt.,P.W.D(Mech.).

Copy to the Chief Engineer, Irrigation Projects, Bangalore.

Copy to the Chief Engineer, Mysore State Electricity Board with a request to attend the meeting.The note called for in this office letter of even number

...p.t.o.

number dated 20-12-1966 may please be expedited as already requested.

Sd/-
(S.K.Mohan)
Under Secretary to Govt.,
P.W.D(Tech).

Copy to the Private Secretary to the Minister for Public Works.

Copy to the Personal Assistant to the Secretary, P.W.D.

D/C

Under Secretary to Govt.,
P.W.D(Technical).

THE GOKAK MILLS LTD.

MANAGING AGENTS
FORBES FORBES CAMPBELL & CO. LTD.

REGISTERED OFFICE
FORBES BUILDING, HOME STREET, POST BOX NO. 79, BOMBAY 1.
TELEPHONES: 268081 (10 LINES) TELEGRAMS: "YESTERMORN"
TELEX: TLX 369, ANSWER BACK STEAMERS BY
MILLS AT GOKAK FALLS, MYSORE

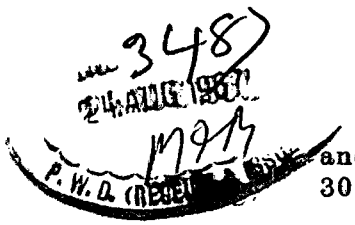
TO

S.K. Mohan, Esq.,
Under Secretary to Govt.,P.W.D.(Tech.
Mysore Government Secretariat,
Vidhana Soudha,
Bangalore.

21st August, 1967.

Dear Sir,

Supply of Water.



Thank you for your letter Ref. PWD 50 MGP 60, dated 17/8/67.

We are most grateful to the Hon. Minister for Public Works and Power for postponing the proposed meeting to 3.00 p.m. of 30th August, 1967.

We confirm that the Acting Chairman of the Company, Mr. J.D. Smithard, will be attending this meeting.

Yours faithfully,
FOR: THE GOKAK MILLS LIMITED.

D. Mohan

DJM:BP.

T/Sjm. Iy
24/8
23/8

Submitted for perusal. This will be placed in the connected file.

24/8.

25/8/67

Chatarpahha Area for the Generation of Power.

2. The Meeting to be held on 30-3-1967 in the Chamber of the Minister for Public Works to consider the above.

(S.K. Mohan)
Under Secretary to Government,
P.W.D. (Technical).

GOVERNMENT OF MYSORE

Mysore Government Secretariat,
Vidhana Soudha,
No.P.W.D. 50 SGP 60 Bangalore, Dated, 30th August 1967.

From

The Secretary to the Govt. of Mysore,
Public Works & Electy. Dept.

To

1. The Chief Engineer, (Irrigation)(North), Bangalore.

2. The Chief Engineer, M.E. & B., Bangalore.

Sir,

Sub:- Supply of Water to Gokak Mills Limited.

In continuation of Government Letter No.P.W.D 50 SGP 60 dated 17-7-1967, I am enclosing herein a Brief Note on the subject matter supply of water to the Gokak Mills to be discussed in the Meeting on 30-8-1967 in the Chambers of the Minister for Public Works at 3-00 P.M.

Yours faithfully,

Sd. (S.K. Mohan)
Under Secretary to Government,
P.W.D. (Technical).

Copy with a copy of the Note is forwarded to:-

1. P.S. to the Minister for Public Works.
2. P.A. to the Secretary to Govt., P.W.D.
3. P.A. to the Joint Secretary to Govt., P.W.D.
4. P.A. to the Deputy Secretary to Govt.,(Irrigation).

(S.K. Mohan)
Under Secretary to Government,
P.W.D. (Technical).

N O T E.

SUBJECT:- Supply of water to Gokak Mills Limited.

In 1924, the Secretary of State for India entered into an Agreement with the Gokak Mills Limited which provides, for

(1) The exclusive right of use by the Gokak Mills of the water power at the Gokak Falls in so far as its actually required for the works of the Company;

(2) To pay for the right of use of a continuous flow of 17 Cubic feet of water per second on an yearly a sum of Rs.3,450/-.

(3) to use extra continuous supply of water over and above 17 Cubic Feet per second and not exceeding 68 Cubic feet per second for an additional yearly payment of Rs.203/- for each such extra cubicfeet per second;

(4) To the right to use any extra continuous supply of water about 68 Cubic feet per second and not exceeding 136 cubic feet per second which the Govt. shall upon requisitions of the Company supply;

(5) After the Company is given water supply of 68 cubic feet per second, if they require further supply and give notice in writing of such requirements not exceeding 68 cubic feet per second, Govt. shall on or before the expiry of 36 Calendar months from the receipt of such notice supply the Company with the additional quantity;

(6) If the Company at any time required and Govt. is in a position to furnish with reasonable facility and without un-reasonable expense a supply 136 cubic feet per second, Govt. will furnish this additional supply at rates to be settled, but the Govt. shall have the absolute power of deciding whether they are in a position to furnish the additional supply or not.

2. This Agreement entered into is in force for a period of 99 years from 23-5-1884. The Company has been drawing 68 Cusecs of water from the Ghataprabha River below Jamgidal Weir. In 1960, they intimated that the quantity of water drawn by them is insufficient and they required more water not only to run their existing Hydro-Electric Power Installations to the full capacity, but also to extend the Power Installations in view of the proposed expansion of the Mills. The Company, therefore requested for a supply of not only the additional 68 cusecs of water

(Contd...2)

to which they ~~have~~ entitled to ~~new~~ terms of indenture, but also for extra 68 Cusecs (in all 136 Cusecs over and above the quantity of 68 cusecs now drawn).

3. It was therefore examined whether we are bound to honour the Agreement entered into by the British Govt. and if so,

(a) whether the Govt. is bound to give additional 68 cusecs to the Company;

(b) whether the Agreement can be repudiated in toto and a new agreement insisted upon;

(c) whether the rates can be enhanced.

4. After examination of the above aspects with reference to the Agreement the Law Department opined as follows:-

(1) the Agreement in question cannot be repudiated however inconvenient it may be and the Govt. is bound to comply with the terms of the Agreement;

(2) the rates cannot be enhanced unilaterally against the terms of the Contract;

(3) by explaining the change in/circumstances the a reasonable settlement may be mutually arrived at regarding the rates to be paid for such a supply.

6. The question of availability of water for meeting the needs of the Mills were examined in detail and the matter was also discussed, thereafter ~~met~~ the Firm at a Meeting held in the Chambers of the Chief Minister on 20-7-1963 and it was agreed, that,

(1) that Govt. will continue to supply to the Company 68 Cusecs of water at the rates specified till the expiry of the lease i.e., until 30th May 1993.

(2) After the completion of the Mithal Dam or earlier if possible Govt. will supply to the Company an additional 136 Cusecs at a rate of Rs.2,500/- per Cusec per annum, subject to ~~the~~ certain conditions.

6. A draft Agreement was drawn up accordingly, and the various Clauses were being examined. It was learnt at this stage that the Cotton Mills were being supplied with power by the W.A.P.D.A. from 21-3-1966. In view of this,

(Contd....3)

the Law Department's advice was sought regarding the possibility of ~~doing~~ deleting from the Draft Agreement the Clause relating to the additional supply of 63 Cusecs of water over and above 136 Cusecs (63 Cusecs existing + 63 Cusecs additional) committed under the Agreement. The Law Dept. opined that the proposed modification can be made only with the concurrence of the Gokak Mills. Therefore, the Chairman Board of Directors of Gokak Mills was addressed on 16-7-1966 that the main reason for the Gokak Mills requiring extra water was with a view to run their Hydro-Electric Power Installations to the full and to extend the same. Since, the K.P.C.L.D. have now extended their supply lines up to Gokak Mills and are supplying Power to the Gokak Mills, since March 1966, it was hoped that the Factory had no water shortage.

7. Now since the Gokak Mills are drawing their full requirements of Power from the K.P.C.L.D. Power Lines they may not to keep their Power Houses running. As such the supply of water to Gokak Mills as originally agreed to by the then British Government can be discontinued. The Chief Engineer, K.P.C.L.D. has been asked to work out roughly the cost of Generation of Power as is being incurred by the Gokak Mills and the present rate of Power supply made to the Gokak Mills. His report is awaited. ~~[illegible]~~. We may perhaps ask the Gokak Mills to consider the question of drawing their entire Power requirements from our Power Lines and close their Power ~~Plant~~ House and also rescind the original Agreement for the supply of water from the

(Cont...4)

Between
Page 252 & 253

THE GOKAK MILLS LTD.

MANAGING AGENTS: FORBES FORBES CAMPBELL & CO. LTD.

REGISTERED OFFICE: FORBES BUILDING, HOME STREET, POST BOX NO. 79, BOMBAY 1.
TELEPHONES: 268081 (10 LINES). TELEGRAMS: YESTERMORN. TELEX: TLX 369, ANSWER BACK STEAMERS BY.
MILLS AT GOKAK FALLS, MYSORE STATE.

MINISTER FOR PUBLIC WORKS
P. 1317/67
- 6 SEP 1967
BANGALORE.

1st September, 1967

The Hon'ble Shri Veerendra Patel,
Minister for P.W.D. & Irrigation,
Vidhana Soudha,
BANGALORE.

2202
8 SEP 1967
Cy. 9
P.W.D. (RECEIPT & ISSUE SECTION)

Dear Sir,

Supply of water to Mills.

I have pleasure in referring to the discussions we had on Wednesday 31st August, 1967, when Mr. S.S. Lal, Mr. D.J. Madan and the writer called on you.

As soon as we hear from your department about the date fixed for further discussions, we shall arrange for our representatives to visit Bangalore for the purpose, or for them to meet at Gokak, wherever is the more convenient.

I thank you for your courtesy in arranging these discussions.

Yours faithfully,
For: THE GOKAK MILLS LIMITED

J. D. SMITHARD
DIRECTOR

P 4.9.'67
Chairman & C.E to maybe asked to indicate a date for discussion.

V. Patil 6/9
VEERENDRA PATIL
Minister for Public Works

Secy. PW&E 7-Jan 4 8/9

PWD (Maj. Irrgn) No 423/50

8/9/67

MYSORE STATE ELECTRICITY BOARD

Telephone No. 22110
Telegraphic Address "MYSELB"

Office of the
Chief Engineer, Electricity (General)
Post Bag No. 315
Bangalore-1

No. T/G/ 11607-09 Dated 4 Septr. 1967.

Encl.

(Mysore State)

The Secretary to the Govt. of Mysore,
Public Works Department,
Bangalore.

Sir,

2233 EB.

Sub: Supply of Power to Gokak Mills.

Ref: (1) PWD 50 MGP 60 dt. 20.12.66
(2) PWD 50 MGP 60 dt. 8.8.67.

--

With reference to the above, the details regarding the extent of power supplied to Gokak Mills Ltd., the charges they pay etc., are furnished herewith.

1)	Extent of power supplied now by the MSEB. to M/s Gokak Mills:	3000 kVA. at 33 kV. (maximum demand reached 2400 kVA)
2)	Tariff applied ..	H.T.1-A.
3)	Additional power asked for by the Mills from 1st Octr.67 and sanctioned: ..	1000 kVA.
4)	Average units consumed per month at present: ..	9,80,000
5)	Average monthly bill of MSEB. based on the above: ..	Rs. 60,000
6)	Installed capacity of the Hydro electric plant of the Mills ..	1 Unit of 1000 kW. 3 units of 500 kW.

Regarding the cost they would have incurred if they had generated the power by their hydro plant, the same is not available. The Mill authorities have been addressed to furnish the cost of generation by their hydro plant and reply is awaited.

In this connection, it has to be stated that a meeting was held in the chambers of the Minister for Public Works on 30.8.67 wherein the Mill authorities agreed that they would discuss the matter further with

p.t.o.

the Chairman, M.S.E.B. and the undersigned with all details. Accordingly, the Mill authorities have been addressed to send their representative to meet the Chairman, MSEB and the undersigned during this month.

Further report will be sent after the discussions.

Yours faithfully,

2.9.67

Chief Engineer, Electricity,
(General)

No.DW.II-9(12)/66
Government of India
Ministry of Irrigation and Power
...

No. 3874
28 SEP 1967
P.W.D. (RECEIPT)

New Delhi, the 26 September, 1967.

To

The Secretary to the Govt. of Mysore,
Public Works & Electricity Department,
Bangalore.

Subject: Shortage of water felt by Mysore for drinking, industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore.

...

Sir,

I am directed to refer to the last para of the summary record of discussions held at Bombay on the 16th December, 1966, forwarded under this Ministry's letter of even number dated the 28th December, 1966 and to request that the views of the Mysore Government on the possibility of supply of power from the Mysore Grid to the Gokak Mills may kindly be intimated to this Ministry at an early date.

Yours faithfully,

(R.L. Mohan)
Under Secretary to the Govt. of India

Subs: cc on Page 261 CF

To,

The Secretary to the Govt of India,
Ministry of Irrigation and
Power,
New Delhi

Sir,

Ref: Your letter no. DW.II-9(12)
66 dated 26.9.66

I am directed to state
certain amount of
that power from the Hyderabad Grid
CWMSRB
is being supplied to the Gokak
Mills Ltd., for running their factory.
The question of ~~executing~~ the
agreement for supply of power to Gokak
Mills for generation was taken up with
the Management of Gokak Mills ~~as~~ is
~~under examination~~ ~~and~~ certain legal
and other matters are being settled with
the Mills.

Yours faithfully,
for Secretary to Govt.

Government of Mysore

NO.PWD 50 MGP 60; Mysore Government Secretariat
"Vidhana Soudha"
Bangalore, Dt: 17-10- 67

From

The Secretary to Govt. of Mysore,
Public Works Department, Bangalore.

To

The Secretary to the Govt. of India,
Ministry of Irrigation and Power,
New Delhi.

Sir,

Sub:-Shortage of water felt by Mysore for drinking industrial and irrigation purposes in streams and rivers flowing from Maharashtra into Mysore.

Ref:-Your letter No.DW.II-9(12)/66 Dt. 26-9-67.

I am directed to state that certain amount of power is being supplied by Mysore State Electricity Board to the Gokak Mills Ltd. for running the factory. The question of revising the agreement for supply of water to Gokak Mills for generation has been taken up with the Management of Gokak Mills. But it is beset with certain legal difficulties.

Yours faithfully,

(S.K.Mohan),
Under Secretary to Government,
Public Works & Elecy.Deptt.

Sub:- as on Page 259 Cf

Dear Sir,

I am desired to refer to your letter no. T/G1/1607-09 dated 14.9.09 on the subject cited and to request you kindly to forward the further report promised therein, for taking further action. The matter is urgent.

Yours faithfully

SE, Elections (Cy)
HSEB
Bangalore

Shri S.K. Mohan, B.E.,
Under Secretary to Govt.,
P.W.D. (Technical).

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, Dated, 10 Novr., 1967

D.O.NO.PWD 50 MGP.60

Dear Sir,

Sub:-Supply of power to Gokak Mills.

I am desired to refer to your letter No.T/G/1607-09 dated-4.9.67 on the subject and to request you kindly to forward the further report promised therein, for taking further action.

The matter is urgent.

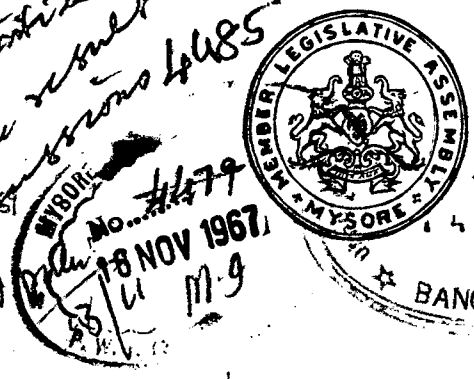
Yours sincerely,

Sri ~~V.P.Nayak~~,
Chief Engineer, Electricity (General),
Mysore State Electricity Board,
Bangalore.

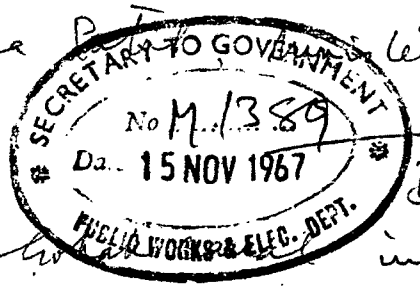
MLA 124-5/67 Leb

A. R. Panchagavi M.A.
Gokak, Dist-Belgaum
Dated 12-11-67

Chairman, CE
Boards were to discuss
within the will authorities.
pray I write the result
By
of the discussions 4485



The Hon'ble Shree Veerendra Patil
for P.W.D., Bangalore



Secy (Irrg) (DS(I))
DS(I) 16/11/67
Dear Sir, 14/11

sub:- Supply of water to Gokak in the Ghataprabha Left Bank. Major Sahni 13/11/67

I had discussed with you when you had been to Hirkal last, about the water supply situation for the Gokak canal.

The Gokak canal irrigates 18000 acres, of which about 10,000 are irrigated during rabi season for a second or first rabi crop. There is no storage and irrigators have all along been facing difficulty every year. This year there is some hope as the Gokak Mills is supplied with sharavati power and do not need the 68 cusecs of water which they draw from the Dhupdal weir. The rains have failed and there is every necessity to preserve the water for irrigation. Hence I place before you the necessity of

stopping water supply to the Lohar Mills and diverting the same for irrigation. On account of propaganda for growing more food crops the irrigators have spent much on manure and seeds and if there is no water in January when crops begin to put corn there will be a heavy loss to them and also to the country. Hence I request you to kindly see that every drop of water is preserved and is used for irrigation only.

Yours faithfully,

A Saul

Submitted:

It is ascertained from the Legislatars Home that Shri Panchagavi has left to-day to Dharwar (18-11-1967)/to meet the P.W.D. Minister at Dharwar on 19th November 1967.

It is ascertained from Shri Kothawale's house that they have received the meesage that he should proceed to Dharwar to meet the P.W.D. Minister at Dharwar.

For kind information.

SECRETARY TO GOVERNMENT
No. M. 1425
Date 20 NOV 1967
PUBLIC WORKS & ELEC. DEPT.

18/11/67

C.I.E. may be requested to let us know the action taken.

19/11.

SECRETARIAT
No. 4695
23 NOV 1967
M-2

D.S.(I)

A.S.(T)

Major I Sahen

23/11/67

21/11/67

M-1

Submitted:

It is ascertained from the Legislature Home that Shri Panchagavi has left to-day to Dharwar (18-11-1967)/to meet the P.W.D. Minister at Dharwar on 19th November 1967.

It is ascertained from Shri Kulkarni's house that they have received the message that he should proceed to Dharwar to meet the P.W.D. Minister at Dharwar.

For kind information.

To

The Hon'ble Chief Minister,
Shri S.Nijalingappa.

Sub:- Supply of Water to irrigators under the Gokak Channal in the Ghataprabha L.B.C.Scheme.

Sir,

The Irrigators under Gokak Channal under the Ghataprabha L.B.C.Scheme in Belgaum Dist. hereby submit for your kind and sympathtic considerations the difficulties in the supply of Irrigation Water from the Dhupdkal Weir and remedial action to meet the same.

The irrigators in this area are being supplied yearly water upto the end of February, by which they have been reaping two crops every year. We are paying water rates to the Government to the extent of 15lakhs of rupees every year for the 115 cusecs of water supplied by the Gokak Channal. This was the only remunurative project in entire state of Mysore waters in Dhupdkal Weir also are supplied to the Gokak Mills under a contract to the extent of 68 cusecs per day for which the Gokak Mills pays only rupees 14 thousand and odd for power generation.

So long as there is enough water in the Dhopdal Weir and suffieient inflow in Ghataprabha River no difficulty can arise for supply of water to the irrigators and also the Mills. But due to scarcity of rains in Gokak Taluka where almost scarcity conditions are prevailing, now the water in Dhupdkal Weir is only 360 M.C.F.T. and the inflow is only 250 cusecs which will go on depleting day to day for wans of rains and other reasons. The result will be that if the water is released to the irrigators as well as Gokak Mills at the rates stated above the supplies might continue hardly for about 15 to 20 days and if the supply is confined to the Gokak Mills only it may last for 2 months at the most.

The irrigators have raised food crops under intention cultivation Javour, Maize, Mexican Wheat in an area of about 10,000acres in this rebi season which is likely to yield about 1lakh bags. Besides this there are two season standing crops like irrigated cotton, Chillies and also Sugarcane etc., in hundred of acres. Government through Co-operative Societies has advanced lakhs of rupees to irrigators for improved seeds manure etc., and under I.A.P. programme. The irrigators have also spent in addition huge sums for raiseing of these crops. It is therefore, absolutely necessary to slvage this amount of expenditure and save valuable food crops

in the interest of public.

The point therefore is now to utilize all the waters in the Dhupdkal Weir and the inflow af the Ghataprabha only for supplying water to irrigate food crops for at least 2 months more and to stop the supply of water to the Gokak Mills from now only as there is no alternative for saving the crops and as there is an alternative provision for the Gokak Mills who are already supplied powerful from the Saravathi and also have other standby arrangements made by them.

The Gokak Mills will not stand to loose much if the water that is supplied to them for power generation is diverted to save the food crops. It is therefore necessary to persuade them to forego the supply of water under contract for the next few months for generating powers their own powers.

We therefore, request you, to see that the entire available water in Dhupdal Weir and also the inflow is reserved and diverted only for saving our food crops.

Thanking you,

Date: 18-11-67

Yours faithfully,

(S. D. Kothawale)
M.L.A.

M.L.A.

Subj:- as on Page 265Cf

Dear Sir,

I am desired to invite a reference to this office letter no. PWD 50 MGP 66 dated 10.11.67 on the subject and to request you to expedite the report called for there in urgently for taking further action.

The matter is extremely urgent.

Yours faithfully,
22/11/67
(DS)

To,
C.E (Electricity)
General
MSEB
Bangalore

23/11

Shri M. Channappa, B.E., A.M.I.E.,
Deputy Secretary to Government,
P.W.D. (Irrigation).

Mysore Government Secretariat,
Vidhana Soudha,
Bangalore, Dated, 25 Novr. 1967

D.O.NO.PWD 50 MGP.60.

Dear Sir,

Sub:-Supply of power to Sk Gokak Mills.

I am desired to invite a reference to this office letter No. PWD 50 MGP 60 dated 10.11.67 on the subject and to request you to expedite the report called for therein urgently for taking further action.

The matter is extremely urgent.

Yours sincerely,

24/11/67

Sri K.S.Subramanyam,
Chief Engineer(Electricity)General,
Mysore State Electricity Board,
Bangalore.

Issued

Encls.....
Date...25/11/67

273

From:-

Shri.A.R.Panchagavi,
B.A.LL.B,M.L.A.
Gokak.

Gokak
Date:- 14-11-1967.

MEMBER LEGISLATIVE ASSEMBLY MYSORE
TO GOVERNMENT
No M.L.A.46
22 NOV 1967
PUBLIC WORKS & ELECTY. DEPT.

18.11.67

To

MLA 124-6/67

The Hon. Shri. Veerendra Patil
Minister for P.W.D. M.S.Bangalore.

Sub:- Reducing the supply of water from Dhupadal weir to the Gokak Mills & Diverting the same for irrigation.

Sir,

When I met you at Hidakal during your recent visit to the Hidakal Dam site, I brought to your notice the defficulties experienced by the irrigators under G.L.B.C. especially the Gokak Canal. This year the rains have been very scanty in the area and also on the upper (part) reaches of the Ghatprabh river. Last month the inflow was 1800 cusex but the supply in the G.L.B.C. Canal was 2000 cusex, beside supply to the Gokak Mills. Now the inflow has come to nearly 200 cusex and the water supply to the G.L.B.C. area has become impossible. During your visit to the Bijapur District last ~~week~~ month it might have been brought to your notice that the crops are just putting corn and are likely to be withered away for want of water. The case is similer in the Gokak Taluka also.

No 4643
24 NOV 1967

I had brought to your notice that the supply of water for the rabby crops in the Gokak Canal has allalong been a difficult problem with the Gokak Mills insisting on their pound of flesh and thretening to claim damages if the water comes below 23.5 feet. There have been instances of crops having withered away causing great damage to the cultivators. This year also the water levell in the Dhupadal weir has come down very much and with propaganda to raise maxican wheat hybrid jovar and hybrid maize the cultivators are anxious to know whether water will be

P.T.O.

274

supplied till the crops are harvested. It is need-less to say that to, raise such crops the cultivators have to invest very heavily, now that the Gokak Mills has been supplied with electricity power from Sharawati and also the in-turrptions and sudden failure of current has been stopped, The current has been made cheap and regular, the Gokak Mills can work with-out water for the generation of electricity. They are now supplied more than 68 cusex but for the rubby season this can be reduced to only 10 cusex for drinking purposes and the remaining water spared for irrigation purposes. I have discussed the whole matter with you and I now wish to bring to your notice that there is the emergent situation which requires the reduction of supply of water to Gokak Mills and supply the same to the irrigatiors in the Gokak Canal, otherwise the crops are bound to fail.

I hope you will give your kind attection to this serious urgent problem and do the needful immediately and oblige.

Yours faithfully,

(A.R.Panchagavi.)

No.GTP/PB/J-2/ 13094 Office of the Superintending Engineer,
Ghataprabha Project Circle,
Hidkal Camp :- 21 NOV 1967

To

The Secretary to Government,
Public Works & Electricity Department,
Government of Mysore, Bangalore.

Subject :- Supply of Ghataprabha River water to Gokak Mills for power generation.

Sir,

I am enclosing herewith a copy of the proceedings of the meeting held at Dharwar on 19-11-1967, at 3-30 P.M., with the Hon'ble Minister for Public Works and Electricity Department, Government of Mysore, in connection with the subject cited above, for favour of your kind information.

Yours faithfully,

(K.R.Narayan Row) 24/11/67
Superintending Engineer, G.P.C.
Hidkal Dam.

Encl.
As above.

sbp.20/11.

Proceedings of the Meeting held at Dharwar with the Hon'ble Minister for P.W.& E.Dept., Govt. of Mysore, at Dharwar, on 19-11-1967 at 3-30 P.M. in connection with the supply of water to Gokak Mills for power generation.

The following members were present:

(1) Hon'ble Minister for P.W.& E. (Sri.Veerendra Patil) in the Chair.
(2) Sri.A.B.Panchagavi, M.L.A., Gokak,
(3) Sri.Kadappa Hukkeri, representative of the Irrigators.
(4) Sri.Murray, Mills Manager, Gokak Mills.
(5) Sri.Chinnappa Asst.Mills Manager, Gokak Mills.
(6) Sri.B.C.Angadi, Supdg.Engineer(Designs) office of CE,I(E), Dharwar.
(7) Sri.E.V.Seshadri, Supdg.Engineer, C.W.O., Dharwar.
(8) Sri.K.N.Narayan Rao, Supdg.Engr., G.P.C., Hidkal,
(9) Sri.T.E.Nagaraj Rao, Supdg.Engr., M.S.E.B., Hubli.
(10) Sri.N.Shankarrao, Ex.Engr., Office of the C.E., M.S.E.B., Bangalore,
(11) Sri.D.Nagayanrao, Ex.Engr., M.S.E.B., Belgaum,
(12) Sri.M.S.Tatti, Ex.Engr., G.L.B.C.Dn., Jamkhandi.

The irrigators under the Gokak Canal represented to the Minister that due to general failure of rains this year, they are finding difficult to irrigate their second crop as the inflow in the Ghataprabha river has gone down very much. They also apprehend that the flow will soon decrease to a very small quantity when it will be difficult to irrigate their crops and as a matter of fact they may lose their crops completely. In order to remedy the situation they represented that the obligatory water supply for power generation in Gokak Mills from Dhupdal weir is stopped and this water diverted for irrigating the standing crops under Gokak Canal. Under the agreement between the Govt. of Mysore and the Gokak Mills, it is obligatory on the part of the Govt. to supply a fixed continuous flow for purpose of power generation on receipt of written requisition from the Mills. The Minister was pleased to instruct that this obligatory supply which will normally go to the Gokak Mills be stopped and diverted for irrigation and also instructed the M.S.E.B. to supply the additional power requirement. The M.S.E.B. was requested by the Mills to supply another 1000 K.V.A. of power over and above their present power demand of 3000 K.V.A. This has already been sanctioned by the Board and the Board is now ready to supply additional 1000 K.V.A.

The Mills Manager, Gokak Mills was agreeable in principle to the proposition with the condition that atleast about 5 cusecs of water is let down in the river for drinking and other requirements in the Mills. The Hon'ble Minister agreed that the rate at which this power will be supplied would be finalised shortly after mutual discussions with the M.S.E.B. and the Mills authorities.

In view of the foregoing discussions, the Minister was kind enough to instruct the Supdg.Engineer, G.P.C. to stop water supply to Gokak Mills from 22nd early morning of this month and the M.S.E.B. to take action to compensate for the stoppage of water by supplying additional power from that day.

Minutes of the Meeting Confirmed

Veerendra Patil

Minister for P.W.& E.Dept. 19-11-1967.
Government of Mysore.

277

Telegrams: "MYSELB"

Telephone Nos. { OFFICE : 22416
RESIDENCE : 23595

MYSORE STATE ELECTRICITY BOARD

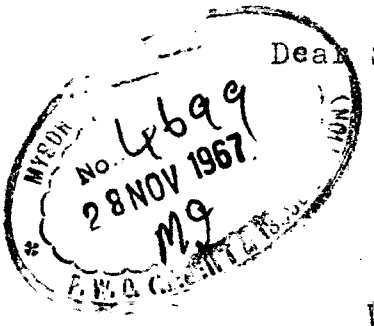
K.S. SUBRAMANYAM, B.E.
~~EXECUTIVE ENGINEER~~
CHIEF ENGINEER, ELECTRICITY (GENERAL)

OFFICE OF THE
CHIEF ENGINEER, ELECTRICITY
(GENERAL)
POST BOX NO. 315
BANGALORE-1 (INDIA)

D. O. No. T/G/1/155/ 1346-8

Encl:

25 NOVEMBER 1967



Dear Sri Mohan,

Sub: Supply of water to M/s Gokak Mills

Ref: Your D.O.letter No. PWD 50 MGP 60 dated 10.11.67.

--

With reference to the above, a Meeting was held on 14.9.67 with the representative of the Mills. The average cost of generation by the Mill authorities at 440 volts bus was indicated as 0.94 paise per unit. However from the review of the details furnished by the Mill authorities to arrive at the cost of generation it is seen that the following items had not been taken into account.

(1) The interest on capital
(2) Depreciation
(3) Profits

They were asked to calculate the cost of generation as per the VIII Schedule of the Electricity (Supply) Act '48 and the same is still awaited from them.

Yours sincerely,

K. S. Subramanyam

Sri S.K. Mohan, B.E.,
Under Secretary to Government,
P.W.D. (Technical),
Bangalore.

Draft.

No.PWD 50 MGP 60

To

The Chief Engr.Irrigation Projects (North),
Dharwar.

Sir,

Sub:- Supply of Power to the Gokak Mills Limited.

Ref:- Letter No.GTP/PB/J-2/13094 dated 21-11-67 from the Superintending Engineer, Ghataprabha Project Circle, ~~providing~~ a copy of the Proceedings of the Meeting held on 19-11-1967 on the subject.

I am directed to refer to the letter cited above and to state that as per the decision taken therein, the Gokak Mills must have stopped drawing water for generation of power and the Mysore State Electricity Board ~~is~~ must be supplying the required power over and above the quantity that was being supplied by them to the Mills.

The supply of power to the extent it was being generated by the Gokak Mills from the waters of Ghataprabha River, will have to be made by Mysore State Electricity Board at the same cost as ~~it~~ was being ~~generated~~ incurred by the Mills. Any difference in the cost of generation of power by the Gokak Mills and the tariff rate of the Mysore State Electricity Board for this will have to be reimbursed to the Mysore State Electricity Board. This cost has to be borne by the Agriculturists who will be benefitted by the stoppage of supply of water to the Gokak Mills Limited.

The cultivators may be apprised about this well in time and necessary further action taken accordingly.

Yours faithfully,

U.S., P.W.D. (Technical).

Copy to the S.E.,Ghataprabha Project Circle, Hidkal Colony Via. Pachapur, Belgaum Dist. for needful action

Copy to the C.E.(Genl), M.S.E.B., Bangalore, for information.

U.S., P.W.D. (Technical).

cn/

The Chief Secretarial Building (Left),
Dharwar.

Sir,

Sub:- Supply of Power to the Gokak Mills Limited.

Ref:- Letter No. ICP/EA/3-9/1307 dated 21-11-57 from the Superintending Engineer, Ghataprabha Project Circle, providing a copy of the Proceedings of the Meeting held on 10-11-1957 on the subject.

I am directed to refer to the letter cited above and to state that as per the decision taken therein, the Gokak Mills must have stopped drawing water for generation of power and the Mysore State Electricity Board is supplying the required power over and above the quantity that was being supplied by them to the Mills.

The supply of power to the extent it was being generated by the Gokak Mills from the water of Ghataprabha River, will have to be made by Mysore State Electricity Board at the cost it was being generated by the Mills. Any difference in the cost of generation of power by the Gokak Mills and the tariff rate of the Mysore State Electricity Board for this will have to be reimbursed to the Mysore State Electricity Board. This cost has to be borne by the Agriculturist who will be benefitted by the storage of supply of water to the Gokak Mills Limited.

The cultivators may be apprised about this well in time and necessary further action taken accordingly.

Yours faithfully,

[illegible]

T.S., P.W.D. (Secretariat).

Copy to the C.E.,Ghataprabha Project Circle, Hittal Golam Via. Pachapure, Belgaum Dist. for necessary information.

Copy to the S.E.(Genl), W.S. & E., Hyderabad, for information.

[illegible]

GOVERNMENT OF MYSORE

No. PWD 50 MGP 60.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

FROM

Dated, Bangalore, ..18 Dec. 1967.

The *Secretary to the Government of Mysore,*
To Public Works Department, Bangalore.

The Chief Engineer,
Irrigation Projects (North),
Dharwar.

Sir,

Subject: Supply of Power to the Gokak Mills Limited.

Reference: Letter No.GTP/PB/E-2/13094, dated 21-11-67, from the Superintending Engineer, Ghataprabha Project Circle, forwarding a copy of the Proceedings of the Meeting held on 19-11-1967, on the subject.

I am directed to refer to the letter cited above and to state that as per the decision taken therein, the Gokak Mills must have stopped drawing water for generation of power and the Mysore State Electricity Board must be supplying the required power over and above the quantity that was being supplied by them to the Mills.

The supply of power to the extent it was being generated by the Gokak Mills from the waters of Ghataprabha River, will have to be made by Mysore State Electricity Board at the same cost as was being incurred by the Mills. Any difference in the cost of generation of power by the Gokak Mills and the tariff rate of the Mysore State Electricity Board for this will have to be reimbursed to the Mysore State Electricity Board. This cost has to be borne by the Agriculturists who will be benefitted by the stoppage of supply of water to the Gokak Mills Limited.

The cultivators may be apprised about this well in time and necessary further action taken accordingly.

Yours faithfully,

Sd/-

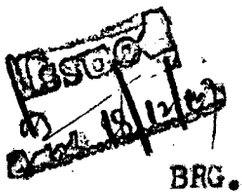
(S.K.MOHAN)
Under Secretary to Government,
Public Works Department (Tech).

P.T.O.

Copy to the Superintending Engineer, Ghataprabha Project Circle Hidkal Colony, Via Pachapur, Belgaum District for needful action.

Copy to the Chief Engineer (General), M.S.E.B., Bangalore for information.

Under Secretary to Government,
Public Works Department (Technical)



BRG.16-12-67,

THE GOKAK MILLS LTD.

MILLS OFFICE : GOKAK FALLS, MYSORE STATE. TELEGRAMS : TURBINES
TELEPHONE No. : 4 (GOKAK). RAILWAY STATION : GOKAK ROAD (SOUTHERN RLY.)
SALES AGENTS : FORBES FORBES CAMPBELL & CO. LTD. REGSTD. OFFICE : FORBES BLDG. HOME ST., BOMBAY-1

GOKAK FALLS 12th December 1967.

EXPRESS DELIVERY

The Secretary to the Government,
P.W.D. Department,
Vidhana Soudha,
Bangalore.

SECRETARY TO GOVERNMENT No T 1832 Dated 14 DEC 1967

Dear Sir,

Supply of Water to our Mills.

We refer to our discussions with the Hon'ble Minister for P.W.D. at Dharwar on 19th November and in Bangalore on 29th November.

As desired by the Hon'ble Minister and in view of the acute scarcity of water for irrigation arising from the failure of the monsoon, we have shut down our hydro power generating station with effect from 22nd November, 1967.

It is our understanding that:

1. The State Electricity Board will supply additional energy to our Mills to make good the shortfall created by the closure of our hydro plant.

2. The difference between the cost of additional grid supply and our own generation costs will be made good to us either by the State Electricity Board or by the Government for such periods as water supply for the Mills hydro generation remains suspended.

3. A limited quantity of water will continue to be made available to us for purposes other than power generation, such as for domestic water supply, etc.

4. In the event of a breakdown of grid supply, water will be made available to us for hydro generation for the period of the grid breakdown.

5. We can resume full hydro-generation after the outbreak of the next (1968) monsoon.

It is our further understanding that these arrangements have been entered into without prejudice to the various agreements that the Company have entered into with the Government.

We shall be grateful if you can confirm the above understanding as early as possible.

Yours faithfully,
FOR THE GOKAK MILLS LTD.

H

MILLS GENERAL MANAGER

Supply of power to the Gokak Mills Ltd - Reg

To,

The Mills General Manager,
The Gokak Mills Ltd.,
Forbes Building,
Home Street,
Bombay-1

Sir,

Ref: Your letter dated 12.12.67 addressed to the Secretary to Govt. PWD

With reference to the above I am directed to confirm the following

1) The Mysore State Electricity Board will supply additional energy to the Gokak Mills Ltd to make good the short fall created by the closure of the Mills Hydro Plant;

2) The difference between the cost of additional grid supply and

the Mills own generation costs will be made good to the Mills either by the State Electricity Board or by the Govt for such periods as water supply for the Mills Hydro Generation remains suspended

3) A limited quantity of water will continue to be made available to the Mills for purposes other than power generation such as for domestic water supply etc.

4) In the event of a breakdown of grid supply water will be made available to the Mills for hydrogeneration for the period of the grid breakdown

5) The Mills can resume full hydro generation after the Commencement of 1968 monsoon.

The above arrangements have been entered into with out prejudice to the | Subject to approval

Sanction to approval.

various agreements that the Company have entered into with Govt.

Ulfa

by
VS(C)
25/12

Copy to the C.E.(W), Dharwar
The Divisional Commissioner, Belgaum
Dn, Belgaum.
The C.E.(General) H.E.S.C.P., B'lore
C.E.(Ele) MSEB, B'lore
The S.E., Alternate Power Project
Circle, Hirewal Colony Parishar,
Belgaum District.

GOVERNMENT OF MYSORE.

No. PWD 50 MGP 60

Mysore Government Secretariat,
Vidhana Soudha.
Bangalore, Dated 6th Jan. 1968

FROM

The Secretary to Government,
Public Works Department, Bangalore-1.

TO

The Chief Engineer,
Irrigation Projects (North),
D H A R W A R.

Sir,

Subject:- Supply of Power to the Gokak Mills Ltd.

In continuation of the Government letter No. PWD 50 MGP 60 dated the 18th December, 1967, I am directed to request you to clarify the following:

(1) It is seen from the daily discharge records of the Ghubdal weir that the withdrawals under the Gokak Canal have reduced from 15-12-67 and from 19-12-67 up to 29-12-67 there have been no withdrawals at all under the Gokak Canal. The supply of water to Gokak Mills was stopped only with a view to provide water for the Gokak Canal. Therefore non-supply of water to Gokak canal would mean that we will have to bear the extra cost due to the supply of power from the M.S.E.B. even though this water is not put to any use towards the irrigation under the Gokak Canal.

(2) Was the supply of 64 Cusecs of water to the Gokak Mills being made continuously throughout the year as per the agreement and in case in the normal course due to low flows if we do not supply any water to the Gokak Mills would it not amount from the present proposal of permitting the Gokak Mills to draw extra power from M.S.E.B. even for the period when the normal flow of 64 Cusecs would not have been maintained by us.

(3) By this assured supply of water to the Gokak Canal by cutting off the supply of water to the Gokak Mills will there be any increased irrigation benefit.

P.T.O.

The above aspects may be examined and clarified on TOP PRIORITY.

Yours faithfully,

Sd/-

(S. K. MOHAN)
Under Secretary to Government,
P.W.D.(Technical)

Copy to the Superintending Engineer, Ghataprabha Project, Hidkal Dam.

ISSUED
Dated 6.1.68

O/C Sd/-

(S.K. MOHAN),
Under Secretary to Government,
P.W.D. (Technical).

Phs.3/-

Gove. ent of Mysore.

No. PWD 50 MGP 60

Mysore Government Secretaria
"Vidhana Soudha",
Bangalore, dated: ~~29th Decr.~~ 8-1-1968

From

The Secretary to the Govt. of Mysore,
Public Works & Electricity Department.

To

The Mills General Manager,
The Gokak Mills Limited,
Forbes Building, Homesh, Street,
B o m b a y - 1.

Sir,

Sub:- Supply of Power to the Gokak Mills Limited - Regarding.

Ref:- Your letter dated 12-12-1967 addressed to the Secretary to Government, P.W.D.

—:oOo:—

With reference to the above I am directed to confirm the following:

1. The Mysore State Electricity Board will supply additional energy to the Gokak Mills Ltd., to make good the short fall created by the closure of the Mills Hydro Plant;
2. The difference between the cost of additional grid supply and the Mills own generation costs will be made good to the Mills either by the State Electricity Board or by the Government for such periods as water supply for the Mills Hydro Generation remains suspended.
3. A limited quantity of water will continue to be made available to the mills for purposes other than power generation such as for domestic water supply etc.
4. In the event of a breakdown of grid supply water will be made available to the mills for hydro generation for the period of the grid breakdown.
5. The mills can resume full hydro generation after the commencement of 1968 monsoon.

The above arrangements have been ~~extend with~~ entered into without prejudice to the various agreements that the comp y have entered into with Government.

Yours faithfully,
Sd/-
(S.K. Mohan),
Under Secretary to Government,
Public Works Department (Tech).

Copy to the Chief Engineer (I) Division, Dharwar.

The Divisional Commissioner, Belgaum Division, Belgaum.

The Chief Engineer, ~~(General)~~ Hydro Electric Construction Project, Bangalore.

The Chief Engineer (General) KSEB. Blr.

The Superintending Engineer, Ghataprabha Project Circle, Hidkal Colony via Pachapur, Belgaum District.

ISSUED
Dated 8-1-'68

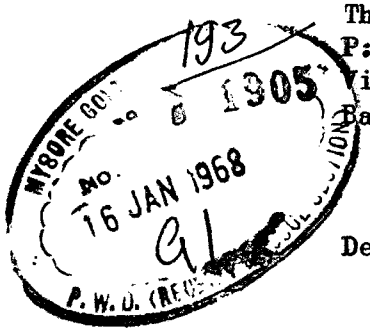
(S.K. Mohan),
Under Secretary to Govtt.,
P.W.D. (Technical).

THE GOKAK MILLS LTD.

MANAGING AGENTS: FORBES FORBES CAMPBELL & CO. LTD.

REGISTERED OFFICE: FORBES BUILDING, HOME STREET, POST BOX NO. 79, BOMBAY 1.
TELEPHONES: 268081 (10 LINES). TELEGRAMS: YESTERMORN. TELEX: TLX 369, ANSWER BACK STEAMERS BY.
MILLS AT GOKAK FALLS, MYSORE STATE.

11th January, 1968.



The Secretary to the Government,
P:W.D. Department,
Vidhana Soudha,
Bangalore.

Dear Sir,

Supply of Water to our Mills.

We refer to our letter dated 12th December, 1967, wherein we had recorded the terms under which we had ceased to draw water for hydro generation.

Our hydro generating station has in fact, been stopped from 22nd November, 1967, and we shall be glad therefore, if your confirmation to the contents of our earlier letter dated 12th December, 1967, is forwarded at an early date.

We are, dear Sir,

Yours faithfully,
FOR: THE GOKAK MILLS LIMITED.

D.

W.D (Maj. Irrgn)
181 Date

Majr Irrgn)

16-1-68

15/1/68

Scale :- as on Page 288 CF

To,

The Mills General Manager,
The Gokak Mills Ltd.,
Forbes Building,
Horne Street, Post Box no. 79,
Bombay-1

Sir,

Ref :- Your letter dated 11-1-68 addressed to the Secretary, PWD on the Subject

With reference to the above I am directed to invite a reference to this Office letter no. PWD 50 MGP 68 dated 8-1-68 addressed to you, in which a reply on the Subject has already been sent.

Yours

THE GOKAK MILLS LTD.

MANAGING AGENTS
FORBES FORBES CAMPBELL & CO. LTD.
REGISTERED OFFICE
FORBES BUILDING, HOME STREET, POST BOX NO. 79, BOMBAY 1.
TELEPHONES: 268081 (10 LINES) TELEGRAMS: "YESTERMORN"
TELEX: TLX 369, ANSWER BACK STEAMERS BY
MILLS AT GOKAK FALLS, MYSORE

TO

The Secretary to the Government,
P.W.D. Department,
Vidhana Soudha,
Bangalore.

12th January, 1968.

Dear Sir,

Supply of Water to our Mills.

We thank you for your letter Ref. PWD 50 MGP 60, dated 8th January, 1968, which has just been received and would now request you to ignore our letter of 11th January.

Yours faithfully,
FOR: THE GOKAK MILLS LIMITED.

NSC:BP.

17/1/68

4/17/1